

Whiteman Sports Official Blanket Purchase Agreement (BPA)

Combined Synopsis/Solicitation

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

The Request for Quotation (RFQ) number FA462523Q1090 shall be used to reference any written quote provided under this RFQ.

The RFQ document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-04; Effective 06/02/2023.

This is a set-aside for 100% Small Business.

The North American Industry Classification System (NAICS) code for this project is 711219 with a size standard of \$16,500,000.

The purpose of this combined synopsis and solicitations for the purchase and delivery of Sports Officiating Services in accordance with the attached Statement of Work (SOW). The bid schedule and contract CLIN schedule are below:

Item	Description	Qty	Unit	Unit Price	Total Amount
0001	Flag Football- 3 Officials and 1 Scorekeeper				
0002	Softball- 2 Officials and 1 Scorekeeper				
0003	Basketball- 2 Officials and 1 Scorekeeper				
0004	Volleyball- 2 Officials and 1 Scorekeeper				
0005	Soccer- 2 Officials and 1 Scorekeeper				

*FAR Provision [52.212-1](#), Instructions to Offerors – Commercial Items (Nov 2021) applies to this acquisition and the following addendum applies:

The following words stating “offer”, “offeror”, and “proposal” are replaced with “quotation”, “vendor”, and “quote”.

Paragraph (a) first sentence revised as follows: “The NAICS code and small business size standard for this acquisition appear above.”

Paragraph (c) first sentence revised as follows: “The vendor agrees to hold the prices in its quote firm for 60 calendar days from the date specified for receipt of quotes, unless another time period is specified in an addendum to the quote.”

RFQ due date: 21 September 2023

RFQ due time: 11:00 A.M. EST

Email to marcus.seay@us.af.mil and elizabeth.smith.48@us.af.mil.

THIS MUST BE SENT TO marcus.seay@us.af.mil and elizabeth.smith.48@us.af.mil AS STATED BELOW. ANYTHING OTHERWISE CAN AND WILL BE CONSIDERED NONRESPONSIVE. YOU MAY WISH TO PLACE A READ/DELIVERY RECEIPT.

Note: .zip files are not an acceptable format for the Air Force Network and will not go through our email system. If email attachments are greater than 10 MB, contact us for alternate instructions before proposal deadline.

All questions regarding this RFQ must be email to marcus.seay@us.af.mil and elizabeth.smith.48@us.af.mil by 15 September 2023 1:00 P.M. EST

Please provide the following information with your quote:

Company Name: _____
DUNS Number: _____
Cage Code: _____
*Number of Employees: _____
*Total Yearly Revenue: _____
*Information required determining size of business for the NAICS referenced above

Estimated Delivery Time: _____
Payment Terms: _____
Warranty: FOB (Select): ____ Destination ____ Origin
Shipping Cost included? ____ Yes ____ No

All companies must be registered in the System for Award Management at <https://www.sam.gov/portal/public/SAM/> to be considered for award. The Government will not provide contract financing for this acquisition. Invoice instruction shall be provided at time of award.

“Pursuant to FAR 12.602 contract award will be made using Simplified Acquisition Procedures in accordance with FAR 13.106. Vendor’s submissions will be evaluated based upon the following:

(1) Technical: quote must be rated as technically acceptable to be eligible for award. In order to be deemed technically acceptable, the following evaluation criteria must be met:

- Ability to accept Government Purchase Card as the payment method.
- Adherence to qualifications outlined in the Statement of Work (SOW)
 - Resume of qualifications should demonstrate sufficient experience in sports officiating, training of officials and scheduling.
- Key individuals: a minimum of three individuals qualified to act as officials for CLIN 0001-0006 shall be identified.

(2) Price: Award will be made to the lowest priced technically acceptable vendor.

Technical and past performance, when combined, are more important or equal when compared to price.

Discussions: The government intends to award a blanket purchase agreement without discussions with respective vendors/quoters. The government, however, reserves the right to conduct discussions if deemed in its best interest and to award multiple Blanket Purchase Agreements as described in FAR 13.303-2(c)(1) if deemed in the best interest of the Government.

FAR Provision *[52.212-3](#), Offeror Representations and Certifications -- Commercial Products and Commercial Services. (Dec 2022), with its Alternate I (Dec 2022), applies to this acquisition. All vendors must be registered in System for Award Management at <https://www.sam.gov/portal/public/SAM/> at the time of Quote submittal.

FAR clause at [52.212-4](#), Contract Terms and Conditions—Commercial Products and Commercial Services. (Dec 2022), applies to this acquisition with the following Addendum: Paragraph (c) of this clause is tailored as follows: Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes, such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

Note: The vendor acknowledges that should the quote terms and conditions and/or agreement conflict with mandatory provisions of the Federal Acquisition Regulation (FAR) and other Federal law applicable to commercial acquisitions, to the extent of such conflict the FAR and Federal law govern and conflicting vendor terms and conditions and/or agreement are unenforceable and are not considered incorporated into any resultant contract.

The full text of these clauses and (*) provisions may be assessed electronically at the website: [FAR | Acquisition.GOV](#) ***NOTE: ALL PROVISIONS WILL BE REMOVED AT TIME OF AWARD BUT SHALL REMAIN PART OF THE CONTRACT FILE.***

Attachments: (4)
Statement of Work
Terms and Conditions
Provisions and Clauses
Wage Determination

**STATEMENT OF WORK
FOR
SPORTS OFFICIALS WHITEMAN AFB**
Effective 28 August 2023
5 Year Blanket Purchase Agreement (BPA)

1. DESCRIPTION OF SERVICES.

1.1. SCOPE OF WORK. Contractor shall provide/furnish all labor, tools, equipment, uniforms, material, supervision and transportation necessary to provide Sports Officiating and Scorekeeping services at Whiteman Air Force Base for all intramural, extramural, varsity, tournament and recreational sport activities as defined in this statement of work, except as specified in paragraph 3 as government furnished property and services.

1.2 EVALUATION CRITERIA. Contractor shall have experience in sports officiating, training of officials and scheduling. Contractor must have retainability equal to the period of the contract. Contractor shall submit a resume of qualifications with solicitation. All officials must be members of the National Association of Sports Officials (NASO), or of a state registered sports officials association for the sport being officiated. Contractor shall supply a copy of each individual referee's certification/membership, to the Whiteman AFB Sports Specialist one week prior to the individual's working/ officiating his or her first game.

1.3. AREAS OF RESPONSIBILITIES.

1.3.1. Sports to be officiated are flag football, softball, basketball, volleyball, and soccer. The contractor shall provide the required number of officials and scorekeepers at each scheduled contest. Upon acceptance of a call, should the contractor not perform in full, discounts shall be given to the government for each missing official/scorekeeper. At no time shall the Contractor accept a call that would leave Officials/Scorekeepers in a total of zero for either category.

1.3.1.1. Flag Football	3 Officials and 1 Scorekeeper
1.3.1.2. Softball	2 Officials and 1 Scorekeeper
1.3.1.3. Basketball	2 Officials and 1 Scorekeeper
1.3.1.4. Volleyball	2 Officials and 1 Scorekeeper
1.3.1.5. Soccer	2 Officials and 1 Scorekeeper

1.3.2. Officials shall not participate as players, coaches, or team managers within the leagues in which they are officiating.

1.3.3 The head official or designated representative will attend a scheduled sports clinic, at least one week prior to start of each sport, to go over any specific rules/by-laws governing the upcoming sports schedule. Contractor will submit a roster of officials to the Sports Director prior to the start of a sport.

1.3.4. Officials will comply with all Air Force safety requirements when officiating on Whiteman AFB, and rule on any point or any situation not specifically covered within the by-laws and National Association Rules. Safety requirements will be

outlined within the by-laws for each sport. By-laws will be distributed to the head official during the sport clinic for each sport, one-week prior to start of the season.

1.3.5. The head official shall review scorebooks/score sheets to ensure all required information is present to include time, date, teams playing, officials and scorekeepers names. The head officials' duties are not complete until the official score book/sheet is approved by and signed by all officials and scorekeepers at the end of each contest.

1.3.6. Officials shall acquire a team roster from both teams prior to the start of each game.

1.3.7. Scorekeeper shall pick up the required equipment/keys and return them back to the Fitness Center after the last contest of the night. Fitness center staff members and scorers will conduct an inventory upon return of keys and equipment.

1.3.8. The head official shall ensure the field lights are turned on at dusk and turned off following last scheduled contest of the evening.

1.3.9. The head official shall notify the Fitness Center if a contest is protested, if a player receives an ejection, or is injured. Specific procedures for officials to take will be outlined within the by-laws for each sport. Officials must report any player/coach being ejected due to unsportsmanlike conduct or inappropriate behavior; both verbal and physical; towards players, officials, or spectators. Officials will report any injuries. A detailed description of the situation, listing name, rank, unit, and what/why/how will be entered into the official score book/sheet, and in the case of an ejection, a written statement must be submitted to the Fitness Center, Whiteman Sports/Intramural Director by 1200 of the next duty day (Monday-Friday).

2. SERVICE DELIVERY SUMMARY (SDS).

Performance Objective		
Provide required number of officials and scorekeepers at each scheduled contest.		
Review scorebooks/score sheets to ensure all required information is present to include time, date, teams playing, officials and scorekeeper's names.		
The head official shall ensure the field lights are turned on at dusk and turned off following the last scheduled contest of the evening.		

The head official shall notify the Fitness Center if a contest is protested or if a player receives an ejection. A detailed description of the situation will be entered into the official scorebook/sheet, and in the case of an ejection, a written statement must be submitted to the Fitness Center by 1200 the next duty day.		
Officials will enforce the base sports plan and local sports by-laws. Officials will support the following sport's governing bodies and enforce their official rulebooks. These rulebooks will govern play when items are not covered in the Base Sports plan and local sports by-laws.		
Contractor shall wear appropriate professional officiating attire. Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company and employee name.		

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES. The government shall provide the facilities, fixtures, equipment, and services listed here or in Appendix B.

3.1. Property.

3.1.1. Facilities. The government shall furnish or make available facilities. The Government shall provide the maintenance and repair of all playing areas. No alterations shall be made to furnished facilities without specific written permission from the contracting officer. The government will provide adequate lighting for all night games.

3.1.2. Equipment. The government will furnish the equipment listed in Appendix B.

3.2. Schedules. The government will provide the contractor, with a schedule of games and tournaments at least one week prior to scheduled games/season.

4. CONTRACTOR FURNISHED ITEMS AND SERVICES.

4.1. Except for those items or services specifically stated in section 3 as government furnished, the contractor shall furnish everything needed to perform this contract according to all its terms and conditions.

5. GENERAL INFORMATION.

5.1. CONTRACTOR PERSONNEL: The contractor shall provide a contract manager and alternate/s who shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager and alternate/s shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer, prior to contract start.

5.1.1 The contract manager or alternate shall be available within 60 minutes during normal duty hours to meet on the installation with government personnel designated by the contracting officer, to discuss problem areas.

5.1.2. Telephone numbers of the manager or alternate must always be updated and provided to the Fitness Center for short notice cancelation notification due to inclement weather, military related commitments, or acts of God.

5.1.3. The contract manger and all employees must be able to read, write, speak and understand English. The government reserves the right to restrict employment of any contractor employee, or prospective contractor employee, who is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of Whiteman AFB and its population.

5.1.4. Officials must maintain a professional attitude and wear appropriate professional officiating attire. Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing.

5.1.5. The contracting officer may, in writing, require that the contractor be removed from the work site, area or base due to objectionable behavior. Objectionable behavior includes wearing inappropriate attire, using profane language, abusing, or disobeying base rules or regulations in accordance with DAFFARS 5352.223-9001 Health and Safety on Government Installations. At no time shall an official consume alcoholic beverages or use tobacco products in, on or around the playing area.

5.2. SCHEDULE OF WORK.

5.2.1. The contractor will be notified 15 days in advance, by the Fitness Center, concerning the type of competition being scheduled and approximate start date. The Fitness Center will provide the contractor with a schedule of contests, current copy of applicable by-laws, location of contests and dates and times not later than one week prior to the first scheduled competition of the applicable sport.

5.3. HOURS OF OPERATION.

5.3.1 Fitness center hours of operation are as follows:

5.3.1.1. Monday – Thursday 0500 – 2200

5.3.1.2. Friday 0500 – 2000

5.3.1.3. Saturday – Sunday 1000 - 1700

5.3.2. Officials may be required to work on weekends as scheduled in advanced or due to make-up contests. Canceled or postponed contests may also be added to the end of the schedule, extending the schedule. Contests will not be scheduled on Federal Holidays or AFGSC Family Days.

5.4. QUALITY CONTROL: Quality control will be performed by the Sports Specialist and Fitness Director.

5.5. QUALITY ASSURANCE.

5.5.1. The government will periodically evaluate the contractor's performance in accordance with the Performance Work Statement. The government is responsible for the inspection and acceptance of services authorized. All work shall be accomplished in a timely and professional manner.

5.5.2. GOVERNMENT REMEDIES. The requiring activity will follow Government Purchase Card procedures for failure to perform with satisfactory services or failure to correct nonconforming services. At no time will additional orders be accepted without acceptance of a previous call.

5.5.3. Payment will be paid by Government Purchase Card.

5.6. CANCELATIONS.

5.6.1. Cancellations of scheduled contests will be handled as follows:

5.6.1.1. If the Fitness Center cancels a contest, the Fitness Center will notify the head official not later than 1300 the day of the competition.

5.6.1.2. Officials will have the authority to forfeit any game due to gross misconduct and/or no show/tardiness of teams scheduled. Game time is forfeit time.

5.6.1.2.1 If an official must cancel a contest due to misconduct or forfeiture, the exact cause of cancelation must be recorded in score book/sheet.

5.6.1.3. Officials will also have the authority to postpone any game due to inclement weather, suitability of the playing field, or emergencies such as military recalls/alerts.

5.6.1.4. The first set of officials will be paid for one contest if cancelation is made after their arrival at the contest site. When field/area weather conditions warrant, the first set of officials shall cancel all scheduled competitions for that sport, on that night, and notify all other officials, scorers and Fitness Center staff. The government will only be responsible to pay for one canceled competition per event site, per day.

5.6.1.5. If the contractor has not fulfilled the obligation of duties then full pay for a contest will not be received if, for example, only one official arrives for a contest where two officials are scheduled. Formulas for payments in each sport are listed below and are minimal requirements that must be met in order for a contest to continue without cancelation:

5.6.1.5.1. Volleyball:

- One official, one scorekeeper - 50 percent

5.6.1.5.2. Basketball:

- One official, one scorekeeper – 50 percent

5.6.1.5.3. Flag Football:

- Two officials, one scorekeeper – 66 percent
- One official, one scorekeeper – 33 percent

5.6.1.5.4. Softball:

- One official, one scorekeeper – 50 percent

5.6.1.5.5. Soccer:

- One official, one scorekeeper -50 percent

5.6.1.6. The Fitness Center reserves the right to revise by-laws and/or schedules at any time. The Fitness Center will notify the contractor's designated representative no later than 48 hours prior to the first revised competition.

5.7. SECURITY REQUIREMENTS.

5.7.1. All personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the government installation, shall abide by the security regulations of the installation.

5.7.2. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period, all government equipment and materials shall be secured.

APPENDIX A WORKLOAD ESTIMATES

1. Workload Estimates:

1.1. Fiscal Year

1.1.1. Basketball: Contests estimated to be held November through February. Two officials and one scorekeeper will be provided for all intramural contests.

1.1.2. Flag Football: Contests estimated to be held August through November. Three officials and one scorekeeper will be provided for all intramural contests.

1.1.3. Softball: Contests estimated to be held June through August. Two officials and one scorekeeper will be provided for all intramural contests.

1.1.4. Volleyball: Contests estimated to be held March through May. Two official and one scorekeeper will be provided for all intramural contests.

1.1.5. Soccer: Contests estimated to be held May through June. Two officials and one scorekeeper will be provided for all intramural contests.

APPENDIX B

GOVERNMENT FURNISHED PROPERTY

1. Government Furnished Property: The government shall provide the following facilities, equipment and supplies:

1.1. Intramural Basketball:

- Fitness Center
- Scorebooks and Pencils
- Basketballs, Men and Women's
- Scorekeeper's Table with Chairs
- Scoreboard with Console
- Possession Arrow

1.2. Intramural Volleyball:

- Fitness Center
- Score Sheets and Pencils
- Volleyballs
- Scorekeeper's Table with Chairs
- Scoring Flip Chart
- Volleyball Net with Officials' Stands

1.3. Intramural Softball:

- Softball Field
- Scorebooks and Pencils
- Softballs, Men and Women's
- Two Scoreboards with Consoles

1.4. Intramural Flag Football:

- Flag Football Field
- Score Sheets and Pencils
- Footballs
- Flag Football Flags
- Downs Markers

1.5. Intramural Soccer:

- Soccer Balls
- Soccer Net/Goals

TERMS AND CONDITIONS

1) DESCRIPTION OF AGREEMENT:

The Contractor shall provide services in accordance with these terms and conditions and the Statement of Work (SOW) when requested by the Contracting Officer, or an authorized caller during the period of performance (PoP). The PoP will be determined at the time the agreement is made.

2) EXTENT OF OBLIGATION:

The Government is obligated only to the extent of authorized purchases actually made under the BPA.

3) PRICING:

a. Prices to the Government shall be as low as or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

b. The contractor shall furnish a signed price list periodically as requested by the Contracting Officer. If the contractor requests a change to the price list, the price list must be submitted to the Contracting Officer at least seven days prior to the effective date. The BPA number shall be shown on the price list. The price list is not effective until approved by the Contracting Officer.

c. If an item is not on the Approved price list, the contractor must submit an updated price list to the Contracting Officer for approval before any services are accomplished.

d. Initial price list shall be provided at time of acceptance of this agreement by the contractor.

e. Price list is expected to remain relatively firm with consideration to be given to market and labor trends.

f. Annual price lists are required to be submitted to the Contracting Officer, thirty (30) days prior to the new performance period year.

4) PURCHASE (Call) LIMITATION:

No individual purchase under the BPA is not to exceed \$25,000.00.

5) INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA:

A statement that a list of individuals authorized to purchase under the BPA, identified either by title of position or by name of individual, organizational component, and the dollar limitation per purchase for each position title or individual shall be furnished to the supplier by the contracting officer.

6) DELIVERY TICKETS:

A requirement that all shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

- (i) Name of supplier.
- (ii) BPA number.
- (iii) Date of purchase.
- (iv) Purchase number.
- (v) Itemized list of supplies or services furnished.
- (vi) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (vii) Date of delivery or shipment.

7) INVOICES:

A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

This requirement will be paid with Government Purchase Card (GPC)

8) TERMINATION AGREEMENT:

This Blanket Purchase Agreement may be unilaterally terminated at any time by a thirty-day (30) notice by either the Contractor or the Government.

9) SUBCONTRACTING:

The contractor shall not subcontract without prior written approval of the Contracting Officer. The capabilities of any approved subcontractor shall meet the minimum standards required by this agreement.

DOCUMENT NUMBER	SOLICITATION NUMBER
FA462523Q1090	(Not Set)

CLAUSES INCORPORATED BY REFERENCE

CLAUSE NO	ALT NO/ DEV NO	CLAUSE TITLE	YEAR-MO	SECTION
252.203-7000		Requirements Relating to Compensation of Former DoD Officials.	2011-09	SEC I
252.203-7002		Requirement to Inform Employees of Whistleblower Rights.	2022-12	SEC I
252.203-7005		Representation Relating to Compensation of Former DoD Officials.	2022-09	SEC K
252.204-7004		Antiterrorism Awareness Training for Contractors.	2023-01	SEC I
252.204-7008		Compliance with Safeguarding Covered Defense Information Controls.	2016-10	SEC K
252.204-7012		Safeguarding Covered Defense Information and Cyber Incident Reporting.	2023-01	SEC I
252.204-7015		Notice of Authorized Disclosure of Information for Litigation Support.	2023-01	SEC I
252.204-7017		Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05	SEC K
252.204-7018		Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01	SEC I
252.204-7019		Notice of NIST SP 800-171 DoD Assessment Requirements.	2022-03	SEC L
252.204-7020		NIST SP 800-171 DoD Assessment Requirements.	2023-01	SEC I
252.204-7024		Notice on the Use of the Supplier Performance Risk System.	2023-03	SEC L
252.211-7007		Reporting of Government-Furnished Property.	2022-03	SEC I
252.225-7055		Representation Regarding Business Operations with the Maduro Regime.	2022-05	SEC K
252.225-7056		Prohibition Regarding Business Operations with the Maduro Regime.	2023-01	SEC I
252.232-7003		Electronic Submission of Payment Requests and Receiving Reports.	2018-12	SEC G
252.232-7010		Levies on Contract Payments.	2006-12	SEC I
252.237-7010		Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01	SEC I
252.244-7000		Subcontracts for Commercial Products or Commercial Services.	2023-01	SEC I
252.245-7001		Tagging, Labeling, and Marking of Government-Furnished Property.	2012-04	SEC E
252.245-7002		Reporting Loss of Government Property	2021-01	SEC I
252.245-7003		Contractor Property Management System Administration	2012-04	SEC I
252.247-7023		Transportation of Supplies by Sea.	2023-01	SEC F
52.204-13		System for Award Management Maintenance.	2018-10	SEC I
52.204-16		Commercial and Government Entity Code Reporting.	2020-08	SEC L
52.204-18		Commercial and Government Entity Code Maintenance.	2020-08	SEC I
52.204-7		System for Award Management.	2018-10	SEC L
52.212-1		Instructions to Offerors-Commercial Products and Commercial Services.	2023-03	SEC L
52.212-4		Contract Terms and Conditions-Commercial Products and Commercial Services.	2022-12	SEC I
52.223-5		Pollution Prevention and Right-to-Know Information.	2011-05	SEC I
52.245-1		Government Property.	2021-09	SEC I
52.232-39		Unenforceability of Unauthorized Obligations.	2013-06	SEC I
52.204-9		Personal Identity Verification of Contractor Personnel.	2011-01	SEC I
52.204-17		Ownership or Control of Offeror.	2020-08	SEC K

52.204-21		Basic Safeguarding of Covered Contractor Information Systems.	2021-11	SEC I
52.245-9		Use and Charges.	2012-04	SEC I
252.204-7003		Control of Government Personnel Work Product.	1992-04	SEC I
252.204-7016		Covered Defense Telecommunications Equipment or Services-Representation.	2019-12	SEC K
252.204-7021		Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement.	2023-01	SEC I
252.223-7008		Prohibition of Hexavalent Chromium.	2023-01	SEC I
252.225-7000	ALT I	Buy American--Balance of Payments Program Certificate. (Alternate I)	2014-11	SEC K
252.225-7001		Buy American and Balance of Payments Program.	2023-01	SEC I
252.225-7007		Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	2018-12	SEC I
252.232-7009		Mandatory Payment by Governmentwide Commercial Purchase Card.	2018-05	SEC G

CLAUSES IN FULL TEXT

CLAUSE NO	ALT NO/ DEV NO	CLAUSE TITLE	YEAR-MO
CLAUSE TEXT			
252.245-7004		Reporting, Reutilization, and Disposal	2017-12

As prescribed in 245.107(5), use the following clause:

REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

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

(1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes-

(i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) "Ineligible transferees" means individuals, entities, or countries-

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) *Inventory disposal schedules.* Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) *Appropriate Federal Condition Codes.* See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) *Inherently dangerous Contractor inventory.* Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) *Disposal of scrap.*

(1) *Contractor with scrap procedures.*

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) *Sale of surplus Contractor inventory.*

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) *Restrictions on purchase or retention of Contractor inventory.*

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard;

or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) *Demilitarization, mutilation, or destruction on Contractor or subcontractor premises.*
Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) *Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.*

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) *Failure to demilitarize.* If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser-

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the

purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	2021-11
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As prescribed in 4.2105(a), insert the following provision:

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)

As prescribed in 12.301(b)(2), insert the following provision:

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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(1)
☐

Are,

☐

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

(2)
☐

Have,

☐

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

(3)
☐

Are,

☐

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

(4)

☐ Have,

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

(1)
☐

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

(2)
☐

Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

☐

does

☐

does not certify that-

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

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

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

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

☐

does

☐

does not certify that-

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: ____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐

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)

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

☐

Black American.

☐

Hispanic American.

☐

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

☐

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

☐

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

☐

Individual/concern, other than one of the preceding.

52.212-5

Contract Terms and Conditions Required To Implement
Statutes or Executive Orders-Commercial Products and
Commercial Services.

2023-06

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jun 2023)

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (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) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (9) 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).

☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (11) [Reserved].

☐ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

☒ (13) 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).

☐ (14) [Reserved]

☒
(15)

- ☐ (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.
- ☐ (16)
- ☐ (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.
- ☐ (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (18)
- ☐ (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.
- ☐ (19)
- ☐ (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.
- ☐ (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ☐ (23)
- ☐ (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023)(15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (24) 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)).
- ☐ (25) 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)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☒ (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).

(28) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

☐

(29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).

☒

(30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒

(31)

(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

☐

(ii) Alternate I (FEB 1999) of 52.222-26.

☐

(32)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐

(ii) Alternate I (JUL 2014) of 52.222-35.

☒

(33)

(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.

☐

(34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒

(36)

(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).

☐

(37) 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.)

☐

(38)

(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.)

☐

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐

(41)

☐ (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.

☐

(42)

☐ (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.

☐

(43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐

(44)

☐ (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.

☒

(45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐

(46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐

(47) 52.223-21, Foams (Jun2016) (E.O. 13693).

☐

(48)

☐ (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

☐

(ii) Alternate I (JAN 2017) of 52.224-3.

☐

(49)

☐ (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

☐

(ii) Alternate I (OCT 2022) of 52.225-1.

☐

(50)

☐ (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.

☐

(51) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐

(52) 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).

☐

(53) 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).

☐

(54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐

(55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

☐

(56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☒

(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

☐

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒

(61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐

(62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐

(63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

☐

(64)

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

☐

(ii) Alternate I (APR 2003) of 52.247-64.

☐

(iii) Alternate II (NOV 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

☒

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

☒

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐

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



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



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



(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) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 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.

(vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(viii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
(xiv)

(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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(xx)

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

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 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).

(xxii) 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.

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

(xxiv) 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)

52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.	2016-12
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As prescribed in 23.804(b), insert the following provision:

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal 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.

(b) *Representation.* [Offeror is to check applicable blocks in paragraphs (1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner)

☐ does.

☐ does not publicly disclose greenhouse gas emissions, *i.e.*, make 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.

(2) 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 available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(End of provision)

52.204-26

Covered Telecommunications Equipment or Services-
Representation.

2020-10

As prescribed in 4.2105(c), insert the following provision:

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)

52.204-20

Predecessor of Offeror.

2020-08

As prescribed in 4.1804(d), insert the following provision:

Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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.

(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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).

(End of provision)

52.222-22

Previous Contracts and Compliance Reports.

1999-02

As prescribed in 22.810(a)(2), insert the following provision:

Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that-

It

☐

has,

☐

has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It

☐

☐ has,
☐ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25

Affirmative Action Compliance.

1984-04

As prescribed in 22.810(d), insert the following provision:

Affirmative Action Compliance (APR 1984)

The offeror represents that-

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

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

(End of provision)

5352.201-9101

Ombudsman

2023-07

As prescribed in DAFFARS 5301.9103, insert the following clause:

OMBUDSMAN (JUL 2023)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/FLDCOM/DRU/DAFRCO ombudsman/ombudsmen]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

5352.223-9001

Health and Safety on Government Installations

2023-07

As prescribed in DAFFARS 5323.9001, insert the following clause in solicitations and contracts:

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUL 2023)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

5352.242-9000

Contractor Access to Department of the Air Force Installation

2023-07

As prescribed in DAFFARS 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts:

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUL 2023)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation

identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [insert any additional requirements to comply with local security procedures] to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [insert any additional requirements to comply with AFI 31-101 , Integrated Defense, and DODMAN5200.02 AFMAN 16-1405 , Air Force Personnel Security Program] citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5089 Revision No.: 22 Date Of Last Revision: 07/12/2023

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Missouri

Area: Missouri Counties of Cooper, Henry, Howard, Johnson, Pettis, Saline

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		

01011 - Accounting Clerk I	15.40***
01012 - Accounting Clerk II	17.28
01013 - Accounting Clerk III	19.55
01020 - Administrative Assistant	23.41
01035 - Court Reporter	18.32
01041 - Customer Service Representative I	14.16***
01042 - Customer Service Representative II	15.92***
01043 - Customer Service Representative III	17.38
01051 - Data Entry Operator I	13.87***
01052 - Data Entry Operator II	15.13***
01060 - Dispatcher, Motor Vehicle	19.18
01070 - Document Preparation Clerk	15.64***
01090 - Duplicating Machine Operator	15.64***
01111 - General Clerk I	14.43***
01112 - General Clerk II	15.75***
01113 - General Clerk III	17.68
01120 - Housing Referral Assistant	20.79
01141 - Messenger Courier	12.47***
01191 - Order Clerk I	15.12***
01192 - Order Clerk II	16.50
01261 - Personnel Assistant (Employment) I	17.41
01262 - Personnel Assistant (Employment) II	19.47
01263 - Personnel Assistant (Employment) III	21.71
01270 - Production Control Clerk	21.30
01290 - Rental Clerk	15.97***
01300 - Scheduler, Maintenance	16.00***
01311 - Secretary I	16.00***
01312 - Secretary II	17.90
01313 - Secretary III	20.79
01320 - Service Order Dispatcher	21.18
01410 - Supply Technician	23.41
01420 - Survey Worker	17.02
01460 - Switchboard Operator/Receptionist	13.87***
01531 - Travel Clerk I	14.52***
01532 - Travel Clerk II	15.69***
01533 - Travel Clerk III	17.98
01611 - Word Processor I	14.25***
01612 - Word Processor II	16.00***
01613 - Word Processor III	17.89
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.63
05010 - Automotive Electrician	19.32
05040 - Automotive Glass Installer	18.59
05070 - Automotive Worker	18.59
05110 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	15.47***

05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18***
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52***
07041 - Cook I	12.82***
07042 - Cook II	14.81***
07070 - Dishwasher	11.43***
07130 - Food Service Worker	11.79***
07210 - Meat Cutter	15.84***
07260 - Waiter/Waitress	11.33***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	15.75***
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer, Minor	19.27
09130 - Upholsterer	15.93***
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.83***
11060 - Elevator Operator	13.77***
11090 - Gardener	19.32
11122 - Housekeeping Aide	13.77***
11150 - Janitor	13.77***
11210 - Laborer, Grounds Maintenance	14.54***
11240 - Maid or Houseman	12.11***
11260 - Pruner	13.00***
11270 - Tractor Operator	17.71
11330 - Trail Maintenance Worker	14.54***
11360 - Window Cleaner	15.41***
12000 - Health Occupations	
12010 - Ambulance Driver	17.12
12011 - Breath Alcohol Technician	20.10
12012 - Certified Occupational Therapist Assistant	27.58
12015 - Certified Physical Therapist Assistant	28.60
12020 - Dental Assistant	18.06
12025 - Dental Hygienist	36.07
12030 - EKG Technician	30.89
12035 - Electroneurodiagnostic Technologist	30.89
12040 - Emergency Medical Technician	17.12
12071 - Licensed Practical Nurse I	17.97
12072 - Licensed Practical Nurse II	20.10
12073 - Licensed Practical Nurse III	22.41
12100 - Medical Assistant	15.66***
12130 - Medical Laboratory Technician	22.73
12160 - Medical Record Clerk	19.87

12190 - Medical Record Technician	22.22
12195 - Medical Transcriptionist	17.97
12210 - Nuclear Medicine Technologist	44.18
12221 - Nursing Assistant I	12.22***
12222 - Nursing Assistant II	13.74***
12223 - Nursing Assistant III	14.99***
12224 - Nursing Assistant IV	16.84
12235 - Optical Dispenser	15.06***
12236 - Optical Technician	17.97
12250 - Pharmacy Technician	14.84***
12280 - Phlebotomist	15.08***
12305 - Radiologic Technologist	29.65
12311 - Registered Nurse I	25.09
12312 - Registered Nurse II	30.68
12313 - Registered Nurse II, Specialist	30.68
12314 - Registered Nurse III	37.12
12315 - Registered Nurse III, Anesthetist	37.12
12316 - Registered Nurse IV	44.50
12317 - Scheduler (Drug and Alcohol Testing)	24.91
12320 - Substance Abuse Treatment Counselor	20.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	30.12
13041 - Illustrator I	19.88
13042 - Illustrator II	24.56
13043 - Illustrator III	30.12
13047 - Librarian	30.95
13050 - Library Aide/Clerk	12.44***
13054 - Library Information Technology Systems Administrator	24.62
13058 - Library Technician	18.00
13061 - Media Specialist I	17.78
13062 - Media Specialist II	19.88
13063 - Media Specialist III	22.15
13071 - Photographer I	17.20
13072 - Photographer II	19.24
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.29
13090 - Technical Order Library Clerk	17.05
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.46
14042 - Computer Operator II	19.53
14043 - Computer Operator III	21.78
14044 - Computer Operator IV	24.20
14045 - Computer Operator V	26.80
14071 - Computer Programmer I	22.38

(see 1)

14072 - Computer Programmer II	(see 1)	26.04
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.46
14160 - Personal Computer Support Technician		24.20
14170 - System Support Specialist		26.80
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.01
15020 - Aircrew Training Devices Instructor (Rated)		39.94
15030 - Air Crew Training Devices Instructor (Pilot)		47.88
15050 - Computer Based Training Specialist / Instructor		33.01
15060 - Educational Technologist		32.38
15070 - Flight Instructor (Pilot)		47.88
15080 - Graphic Artist		25.30
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.88
15086 - Maintenance Test Pilot, Rotary Wing		47.88
15088 - Non-Maintenance Test/Co-Pilot		47.88
15090 - Technical Instructor		20.74
15095 - Technical Instructor/Course Developer		25.38
15110 - Test Proctor		17.30
15120 - Tutor		17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		13.64***
16030 - Counter Attendant		13.64***
16040 - Dry Cleaner		15.73***
16070 - Finisher, Flatwork, Machine		13.64***
16090 - Presser, Hand		13.64***
16110 - Presser, Machine, Drycleaning		13.64***
16130 - Presser, Machine, Shirts		13.64***
16160 - Presser, Machine, Wearing Apparel, Laundry		13.64***
16190 - Sewing Machine Operator		16.39
16220 - Tailor		17.05
16250 - Washer, Machine		14.29***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.23
19040 - Tool And Die Maker		27.26
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.85
21030 - Material Coordinator		21.30
21040 - Material Expediter		21.30
21050 - Material Handling Laborer		16.19***
21071 - Order Filler		14.87***
21080 - Production Line Worker (Food Processing)		20.85
21110 - Shipping Packer		16.80
21130 - Shipping/Receiving Clerk		16.80
21140 - Store Worker I		14.68***

21150 - Stock Clerk	20.71
21210 - Tools And Parts Attendant	20.85
21410 - Warehouse Specialist	20.85
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.92
23019 - Aircraft Logs and Records Technician	31.45
23021 - Aircraft Mechanic I	37.31
23022 - Aircraft Mechanic II	38.92
23023 - Aircraft Mechanic III	40.48
23040 - Aircraft Mechanic Helper	26.75
23050 - Aircraft, Painter	35.62
23060 - Aircraft Servicer	31.45
23070 - Aircraft Survival Flight Equipment Technician	35.62
23080 - Aircraft Worker	33.69
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.69
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.31
23110 - Appliance Mechanic	25.12
23120 - Bicycle Repairer	20.61
23125 - Cable Splicer	40.91
23130 - Carpenter, Maintenance	23.76
23140 - Carpet Layer	25.78
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	34.01
23182 - Electronics Technician Maintenance II	35.96
23183 - Electronics Technician Maintenance III	37.66
23260 - Fabric Worker	22.22
23290 - Fire Alarm System Mechanic	26.36
23310 - Fire Extinguisher Repairer	20.61
23311 - Fuel Distribution System Mechanic	27.93
23312 - Fuel Distribution System Operator	21.90
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	37.31
23381 - Ground Support Equipment Servicer	31.45
23382 - Ground Support Equipment Worker	33.69
23391 - Gunsmith I	20.61
23392 - Gunsmith II	23.81
23393 - Gunsmith III	26.36
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.80
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.71
23430 - Heavy Equipment Mechanic	25.81
23440 - Heavy Equipment Operator	23.22
23460 - Instrument Mechanic	26.36
23465 - Laboratory/Shelter Mechanic	25.17
23470 - Laborer	15.18***
23510 - Locksmith	25.17

23530 - Machinery Maintenance Mechanic	28.27
23550 - Machinist, Maintenance	22.01
23580 - Maintenance Trades Helper	18.88
23591 - Metrology Technician I	26.36
23592 - Metrology Technician II	27.47
23593 - Metrology Technician III	28.57
23640 - Millwright	26.36
23710 - Office Appliance Repairer	25.17
23760 - Painter, Maintenance	23.42
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	26.36
23850 - Rigger	26.36
23870 - Scale Mechanic	23.81
23890 - Sheet-Metal Worker, Maintenance	32.54
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	27.68
23932 - Telecommunications Mechanic II	28.85
23950 - Telephone Lineman	33.98
23960 - Welder, Combination, Maintenance	22.01
23965 - Well Driller	26.36
23970 - Woodcraft Worker	26.36
23980 - Woodworker	20.61
24000 - Personal Needs Occupations	
24550 - Case Manager	14.65***
24570 - Child Care Attendant	11.72***
24580 - Child Care Center Clerk	15.52***
24610 - Chore Aide	12.18***
24620 - Family Readiness And Support Services Coordinator	14.65***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.31
25040 - Sewage Plant Operator	21.30
25070 - Stationary Engineer	29.31
25190 - Ventilation Equipment Tender	20.99
25210 - Water Treatment Plant Operator	21.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	17.17
27008 - Corrections Officer	18.89
27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	19.40
27040 - Detention Officer	18.89
27070 - Firefighter	21.35
27101 - Guard I	17.17
27102 - Guard II	19.40
27131 - Police Officer I	22.07
27132 - Police Officer II	24.51

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.41***
28042 - Carnival Equipment Repairer	16.82
28043 - Carnival Worker	11.31***
28210 - Gate Attendant/Gate Tender	16.41
28310 - Lifeguard	12.47***
28350 - Park Attendant (Aide)	18.36
28510 - Recreation Aide/Health Facility Attendant	13.40***
28515 - Recreation Specialist	22.32
28630 - Sports Official	14.62***
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.81
29020 - Hatch Tender	23.81
29030 - Line Handler	23.81
29041 - Stevedore I	22.22
29042 - Stevedore II	25.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.68
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.12
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.17
30021 - Archeological Technician I	18.12
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.12
30030 - Cartographic Technician	25.12
30040 - Civil Engineering Technician	25.17
30051 - Cryogenic Technician I	27.81
30052 - Cryogenic Technician II	30.73
30061 - Drafter/CAD Operator I	18.12
30062 - Drafter/CAD Operator II	20.27
30063 - Drafter/CAD Operator III	22.60
30064 - Drafter/CAD Operator IV	27.81
30081 - Engineering Technician I	16.12***
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	25.10
30085 - Engineering Technician V	30.69
30086 - Engineering Technician VI	37.13
30090 - Environmental Technician	25.12
30095 - Evidence Control Specialist	25.12
30210 - Laboratory Technician	22.60
30221 - Latent Fingerprint Technician I	27.81
30222 - Latent Fingerprint Technician II	30.73
30240 - Mathematical Technician	25.12
30361 - Paralegal/Legal Assistant I	19.00
30362 - Paralegal/Legal Assistant II	23.97
30363 - Paralegal/Legal Assistant III	29.33
30364 - Paralegal/Legal Assistant IV	35.48
30375 - Petroleum Supply Specialist	30.73

30390 - Photo-Optics Technician	25.12
30395 - Radiation Control Technician	30.73
30461 - Technical Writer I	25.12
30462 - Technical Writer II	30.73
30463 - Technical Writer III	37.17
30491 - Unexploded Ordnance (UXO) Technician I	27.76
30492 - Unexploded Ordnance (UXO) Technician II	33.59
30493 - Unexploded Ordnance (UXO) Technician III	40.26
30494 - Unexploded (UXO) Safety Escort	27.76
30495 - Unexploded (UXO) Sweep Personnel	27.76
30501 - Weather Forecaster I	27.81
30502 - Weather Forecaster II	33.83
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.60
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.59
31020 - Bus Aide	13.40***
31030 - Bus Driver	19.01
31043 - Driver Courier	16.26
31260 - Parking and Lot Attendant	12.07***
31290 - Shuttle Bus Driver	15.99***
31310 - Taxi Driver	12.80***
31361 - Truckdriver, Light	17.74
31362 - Truckdriver, Medium	21.15
31363 - Truckdriver, Heavy	21.89
31364 - Truckdriver, Tractor-Trailer	21.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.38
99030 - Cashier	12.04***
99050 - Desk Clerk	11.34***
99095 - Embalmer	32.55
99130 - Flight Follower	27.76
99251 - Laboratory Animal Caretaker I	14.54***
99252 - Laboratory Animal Caretaker II	15.87***
99260 - Marketing Analyst	24.77
99310 - Mortician	36.59
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	14.59***
99710 - Recycling Laborer	17.34
99711 - Recycling Specialist	21.12
99730 - Refuse Collector	15.50***
99810 - Sales Clerk	13.82***
99820 - School Crossing Guard	16.70
99830 - Survey Party Chief	23.16
99831 - Surveying Aide	14.40***
99832 - Surveying Technician	19.71
99840 - Vending Machine Attendant	19.32
99841 - Vending Machine Repairer	23.23

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth

National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear""

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

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

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

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