

Combined Synopsis/Solicitation IAW FAR Subpart 12.6

**Laboratory and Radiology Services for United States Army Occupational Health Clinic (USAOHC), McAlester Army Ammunition Plant (MCAAP)**

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

1. The solicitation number W81K00-23-R-0010 and is issued as a Request for Quotation (RFQ).
2. The solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-01 and Defense Federal Acquisition Regulation Supplement Publication Notice (DPN) 20230131.
3. This acquisition is conducted as **Unrestricted Full and Open Competitive**. The North American Industrial Classification System (NAICS) Code that best fits this requirement is— **621511**, Medical Laboratories. The NAICS code selected best fits PSC Q301 – Medical – Laboratory Testing. Small Business Size Standard: \$41,500,000.00. All eligible businesses may submit an offer, which will be considered.
4. The Government intends to make award based on the initial quote submissions without conducting interchanges. Therefore each quote should contain the quoter's best terms from a price and technical standpoint. However, the Government reserves the right to hold interchanges if, during the evaluation, it is determined to be in the best interest of the Government, IAW FAR 52.212-1(g). Interchanges are fluid interaction(s) between the Contracting Officer (CO) and the contractors that may address any aspect of the quote and may or may not be documented in real time. However, the Government reserves the right to conduct interchanges using Interchange Notices (IN). Vendor responses to the INs will be considered in making the order selection decision. Interchanges may be conducted with one, some or all offerors as the Government is not required to conduct interchanges with any or all vendors responding to this solicitation.
5. See the attached solicitation Schedule of Supplies/Services (Reference Atch 3) for applicable contract line items (CLINS), quantities and units of measures.
6. Nonpersonal Services: This requirement is for non-personal services of Laboratory and Radiology services in support of the U.S. Army Occupational Health Clinic (USAOHC), McAlester Army Ammunition Plant (MCAAP), Bldg. 5, 1 C-Tree Road, McAlester, OK 74501. MCAAP USAOHC supports a small population of military personnel, their families, veterans, and beneficiaries. Located 150 miles from Dallas, Texas, 150 miles from Oklahoma City, Oklahoma, and more than 90 miles from Tulsa, Oklahoma, timely laboratory, and radiology services are needed to support the population. Due to the timely laboratory requirements, these services need to be provided in close proximity to McAlester, Oklahoma. The scope of work is defined by the Performance Work Statement (PWS) (Reference Atch 4). The requirement is for a one (1) year base period plus four (4) twelve month option periods (01 April 2023 – 31 August 2028).
7. The provision at 52.212-1, Instructions to Offerors – Commercial Items, applies to this acquisition.

**ADDENDUM TO FAR 52.212-1 QUOTATION PREPARATION INSTRUCTIONS**

- (a) To assure timely and equitable evaluation of quotations, quoters must follow the instructions contained herein. Quoters are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. Quoters must clearly identify an exceptions to the solicitation terms and conditions and provide complete accompanying rationale.
- (b) Submission of quotes. Submit quotes, to include all fill-in clauses to the office specified in this solicitation at or before the exact time specified in this solicitation.

(c) Address any questions, clarifications or concerns you may have via email to: J. Chris Finkenstadt, [john.c.finkenstadt2.civ@health.mil](mailto:john.c.finkenstadt2.civ@health.mil) and Mr. Derrick J. Johnson, [derrick.j.johnson2.civ@health.mil](mailto:derrick.j.johnson2.civ@health.mil).

(d) Exceptions taken to terms and conditions of the RFQ, to any of its attachments, or to other parts of the RFQ shall be identified. Provide rational in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the RFQ. Failure to comply with the terms and conditions of the RFQ may result in the quoter being removed from consideration for award.

8. The provision at 52.212-2, Evaluation – Commercial Items, applies to this acquisition.

#### ADDENDUM TO FAR 52.212-2 EVALUATION PROCEDURES

Reference FAR 52.212-2, paragraph (a) is hereby tailored as follows:

(a) Best value determination will be based on a Lowest Price Technically Acceptable approach. The Government will award a single contract resulting from this RFQ to the responsible quoter whose services are technically acceptable and quotes the lowest overall price. The following factors shall be used to evaluate quotes:

(i) Technical

(ii) Price

If five (5) or fewer quotes are received, the Government will evaluate all quotes for technical acceptability. If more than five (5) quotes are received, the Government will then evaluate the five (5) lowest priced quotes for Technical Acceptability. However, the Government reserves the right to evaluate additional quotes for technical acceptability if deemed to be in the Government's best interest. If additional quotes are evaluated for technical acceptability, they will be evaluated in the order of increasing total evaluated price, when the agency determines that none of the initial five (5) lowest priced quotes are qualified as acceptable. The agency will reject and not consider for award any quote found technically unacceptable and ineligible for award under the terms of this RFQ, in the absence of interchanges.

The evaluation process shall proceed as follows:

#### 1. Technical:

The Government will evaluate the quoter's capabilities to provide Laboratory Testing and Radiology Services as stated in the RFQ. The services recommended by the quoter will be evaluated in how they satisfy all of the Performance Work Statement (PWS) and performance objectives provided in the RFQ instructions. Each performance objective will be rated individually as either 'acceptable' or 'unacceptable' and any performance objective receiving an 'unacceptable' will make the quoter ineligible for award.

Any quote submitted with more than 20 pages will result in an unacceptable rating.

Failure to address EACH performance objective in sufficient detail with an unambiguous response will result in an unacceptable rating.

Failure to include a certified query of the List of Excluded Individuals and Entities (LEIE) or the TRICARE Sanctioned Provider List of any current or future employees within the quote will result in an unacceptable rating.

Adjectival Rating	Description
Acceptable	Quote clearly meets the minimum requirements of the performance work statement and performance objectives of the RFQ.

Unacceptable	Quote does not clearly meet the minimum requirements of the performance work statement and performance objectives of the RFQ.
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## 2. Price:

The Government will evaluate quotes for award purposes by overall total price. Quoters are required to accurately complete the Schedule of Supplies/Services (Reference Atch 3). Incomplete Schedule of Supplies/Services or quotes could indicate lack of understanding of the requirement and may result in the entire quote being determined unacceptable or eliminated from further consideration.

Price will not be scored or rated. The Government will evaluate quoters for award purposes by adding the total price for all options to the total price for the basic requirement. For evaluation purposes, the Total Evaluated Price (TEP) is the sum of all CLINs combined. Evaluation of options shall not obligate the Government to exercise the option(s). The TEP will be evaluated for fair and reasonableness.

Fair and reasonableness: A price is fair and reasonable if, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government will use any of the procedures of FAR 13.106-3(a) to make a fair and reasonable determination on TEP.

Pricing will be reviewed to determine reasonableness based on market research.

Options. The Government will evaluate quoters for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). **The last option year prices will be valid for any extensions.**

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

Note: The government intends to award without interchanges. The government reserves the right to enter into interchanges, if deemed necessary by the Contracting Officer, to include price clarifications.

9. Quoter(s) is(are) required to include a completed copy of the provisions at 52.212-3, Offeror Representations and Certifications – Commercial Items, with their quote. A quoter shall complete only paragraph (b) of this provision if the contractor has completed the annual representations and certifications electronically via <http://www.sam.gov>. If a quoter has not completed the annual representations and certifications electronically at the SAM website, the contractor shall complete only paragraphs (c) through (o) of this provision.

10. The Government will award a single contract resulting from this RFQ to the responsible quoter whose services are technically acceptable and quotes the lowest overall price.

11. The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition and also Addendum to FAR 52.212-4.

12. The clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Deviation), all FAR clauses cited in the clause are applicable to the acquisition.

13. Additional contract requirement(s) or terms and conditions: See attached.

14. Defense Priorities and Allocations System (DPAS) and assigned rating: N/A

15. Independent consultation with Government Officials concerning the project requirements is prohibited since evaluation of quotations will be based on requirements stated in the Request for Quotation. Industry Generated Questions regarding the design, coordination, or interpretation of RFQ requirements during the solicitation phase shall be in writing and directed to the Contract Specialist, Mr. J. Chris Finkenstadt, at [john.c.finkenstadt2.civ@health.mil](mailto:john.c.finkenstadt2.civ@health.mil), with a courtesy copy to Mr. Derrick J. Johnson at [derrick.j.johnson2.civ@health.mil](mailto:derrick.j.johnson2.civ@health.mil) no later than **22 Feb 2023 at 1:00 P.M. (CST)**. Questions submitted after the question due date will not be accepted.

16. Complete quotation is **due NLT 11:00AM CST on 02 Mar 2023**. Deliver to U.S. Army Health Contracting Activity/ Medical Readiness Contracting Office – West electronically, ATTN: J. Chris Finkenstadt, [john.c.finkenstadt2.civ@health.mil](mailto:john.c.finkenstadt2.civ@health.mil) and Mr. Derrick J. Johnson, [derrick.j.johnson2.civ@health.mil](mailto:derrick.j.johnson2.civ@health.mil). It is each contractor's responsibility to ensure their quote and all data is complete and IAW the RFQ. The government assumes no responsibility for late or incomplete responses to the RFQ. Late responses will be processed IAW FAR 52.212-1(f).

17. POC: J. Chris Finkenstadt, [john.c.finkenstadt2.civ@health.mil](mailto:john.c.finkenstadt2.civ@health.mil), and Mr. Derrick J. Johnson, [derrick.j.johnson2.civ@health.mil](mailto:derrick.j.johnson2.civ@health.mil).

18. NOTICE TO QUOTERS: The Government reserves the right to cancel this RFQ either before or after the closing date. In the event the Government cancels this RFQ, the Government has no obligation to reimburse any offeror for any costs.

5 Attachments:

1. Applicable Clauses and Provisions
2. Additional Information
3. Schedule of Supplies/Services
4. Performance Work Statement (PWS) with Performance Requirement Summary (PRS)
5. SCA Wage Determination No. 2015-5333 Rev. 21

**ATTACHMENT 1**  
**APPLICABLE CLAUSES AND PROVISIONS**

**CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government -Alternate I	NOV 2021
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	NOV 2015
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.216-1	Type of Contract	APR 1984
52.217-5	Evaluation of Options	JUL 1990
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022

52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation	DEC 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 2020
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-2	Service of Protest	SEPT 2006
52.233-3	Protest after Award	AUG 1996
52.233-3 Alt I	Protest after Award - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	FEB 2019
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services-- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022

252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offeror	DEC 2022
252.225-7012	Preference for Certain Domestic Commodities	APR 2022
252.225-7020	Trade Agreements Certificate	NOV 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country	DEC 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors— Prohibition on Fees and Consideration	DEC 2022
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.247-7022	Representation of Extent of Transportation by Sea	JUN 2019
252.247-7023	Transportation of Supplies by Sea	FEB 2019

### CLAUSES INCORPORATED BY FULL TEXT

#### **52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

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

**52.204-26 Covered Telecommunications Equipment or Services-Representation.**

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)

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

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

Factor 1: Technical Capability

Factor 2: Price

Refer to Addendum 52.212-2.

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

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

(End of provision)

#### **52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (DEC 2022)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Sensitive technology*—

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

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

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

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

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

*Small business concern—*

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

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

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

(2) Foreign End Products:

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



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.**

\_\_\_\_\_

**Line Item No.**

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[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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

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

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

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

Other End Products:

**Line Item No.****Country of Origin**

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*[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.

(1) *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 (1)(3) through (1)(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 CFR 1.6049-4;

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

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved].

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

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

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

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

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

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

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

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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 (DEC 2022)**

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).

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

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

  X   (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].

  X   (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).

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

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

\_\_\_ (10) [Reserved].

\_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).

\_\_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_ (13) [Reserved]

\_\_\_ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).

\_\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).

\_\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).

\_\_\_ (v) Alternate IV (SEP 2021) of [52.219-9](#).

\_\_\_ (18)

(i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).

\_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ( [15 U.S.C. 637s](#)).

\_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ( [15 U.S.C. 657f](#)).

X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ( [15 U.S.C. 632\(a\)\(2\)](#)).

- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).
- \_ X \_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_\_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- \_ X \_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_ X \_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_ X \_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_ X \_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- \_ X \_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- \_ X \_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_ X \_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- \_ X \_ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- \_\_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
- \_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- \_ X \_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_\_\_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).
- \_\_\_ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- \_\_\_ (ii) Alternate I [Reserved].
- \_\_\_ (iii) Alternate II (DEC 2022) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- \_\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (DEC 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

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

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

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

   (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).

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

   (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

   (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

  X   (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

  X   (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).

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

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

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(xiii) \_\_ **X** \_\_ (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78 and E.O. 13627](#)).

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

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

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

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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

(xix)

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

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

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

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **52.216-24 Limitation of Government Liability (APR 1984)**

As prescribed in [16.603-4\(b\)\(2\)](#), insert the following clause in solicitations and contracts when a letter contract is contemplated:

Limitation of Government Liability (Apr 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

(End of clause)

#### **52.216-25 Contract Definitization (OCT 20210)**

As prescribed in [16.603-4\(b\)\(3\)](#), insert the following clause:

Contract Definitization (Oct 2010)

(a) A *Firm Fixed-Price* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a *Firm Fixed-Price* quote, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR [15.408](#), [Table 15-2](#), supporting its quote.

(b) The schedule for definitizing this contract is *[insert target date for definitization of the contract and dates for submission of quote, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]*: \_\_\_\_\_

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [subpart 15.4](#) and [part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

*Alternate I (Apr1984).* In letter contracts awarded on the basis of price competition, add the following paragraph (d) to the basic clause:

(d) The definitive contract resulting from this letter contract will include a negotiated \_\_\_\_\_ *[insert "price ceiling" or "firm fixed price"]* in no event to exceed \_\_\_\_\_ *[insert the proposed price upon which the award was based]*.

**52.217-8 Option to Extend Services (NOV 1999)**

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

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to contract expiration.

(End of clause)

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

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

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the end of performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

**52.219-28 Post-Award Small Business Program Rerepresentation (OCT 2022)**

As prescribed in [19.309](#)(c)(1), insert the following clause:

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

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

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

*Small business concern*—

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

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

(b) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition—

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

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

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

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

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

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

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

(2) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not a women-owned small business concern.

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

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

(6) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [ *Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.* ] The Contractor represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

*[Contractor to sign and date and insert authorized signer's name and title.]*

(End of clause)

### **52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

<b>Material (if none, insert None)</b>	<b>Identification No.</b>
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### **52.252-1 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://www.acquisition.gov>

(End of Provision)

#### **52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://www.acquisition.gov>

(End of clause)

#### **52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

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

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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



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

(End of clause)

## **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)**

As prescribed in [232.7004](#) (b), use the following clause:

### **WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)**

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

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

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

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

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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

(c) *WAWF access.* To access WAWF, the Contractor shall—

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

-----INVOICE 2in1-----

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

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

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

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

(1) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

-----FOB DESTINATION-----

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W81K00
Admin DoDAAC	W81K00
Inspect By DoDAAC	HT0843
Ship To Code	HT0843
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	See Schedule
Service Acceptor (DoDAAC)	See Schedule
Accept at Other DoDAAC	See Schedule
LPO DoDAAC	See Schedule
DCAA Auditor DoDAAC	See Schedule
Other DoDAAC(s)	See Schedule

(3) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(4) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Mr. Richard D. Hilburn, COR/PM, [richard.d.hilburn4.civ@health.mil](mailto:richard.d.hilburn4.civ@health.mil)

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

-----NOT APPLICABLE-----

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**ATTACHMENT 2  
ADDITIONAL INFORMATION**

**ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS  
(NOV 2021)**

Reference FAR 52.212-4, Paragraph (c) is hereby tailored as follows:

Changes in the terms and conditions of this contract may be made only by written agreement of the parties. However, any administrative changes such as change of the finance office, typographical or grammatical errors, deobligation of excess funds necessary for contract closeout, and the option to extend the term of the contract, may be changed unilaterally by the Government provided that such exercise is in accordance with the terms and conditions of the contract.

Paragraph 52.212-4(w) is hereby added:

(w) The non-FAR Part 12 discretionary FAR and DFARS clauses included herein are incorporated into this contract either by reference or in full text. If incorporated by reference, see clause 52.252-2 herein for locations where full text can be found.

(End of Addendum)

**TOBACCO FREE MEDICAL CAMPUS (TFMC)**

In accordance with Army Regulation 600-63, paragraph 7-3, 14 April 2015; Operations Order 15-48 (Army Medical Command (MEDCOM) Tobacco Free Living – USAMEDCOM), 8 May 2015; and any Operations Order, regulation or other instruction implementing, defining or otherwise addressing the Tobacco Free Medical Campus (TFMC) on any military installation or DoD-controlled location, Contractor personnel are prohibited from using any tobacco product on or within any TFMC while performing under this contract. TFMCs are established at each installation or DoD-controlled location and include: (1) any property or non-residential building that is operated, maintained or assigned to support medical activities, including but not limited to, hospitals, medical laboratories, outpatient clinics (including medical, dental, and veterinary facilities), or aid stations operating for the primary purpose of delivering medical care and services for DOD eligible beneficiaries and /or meeting the mission of the Army Medical Command; (2) all other facilities in which medical activities or administration take place, to include HQ MEDCOM and Defense Health Headquarters; (3) all internal roadways, sidewalks and parking lots; and (4) all sidewalks, parking lots and grounds external but adjacent to the building or related to the migratory corridors surrounding the medical facility. The Contractor shall obtain from the COR any orders, regulations, instructions or other documents implementing, defining or otherwise addressing the TFMC for any given installation or DoD controlled location where Contractor personnel may perform under this contract and shall instruct Contractor personnel on the TFMC limitations for installations or DoD-controlled locations where they may perform under this contract.

**HIPAA**

**Non-Defense Health Agency (Non-DHA) Health Insurance Portability and Accountability Act (HIPAA)  
Business Associate Agreement (BAA) (7 July 2014)**

**Introduction**

In accordance with 45 CFR 164.502(e)(2) and 164.504(e) and paragraph C.3.4.1.3 of DoD 6025.18-R, “DoD Health Information Privacy Regulation,” January 24, 2003, this document serves as a BAA between the signatory parties for purposes of the HIPAA and the “HITECH Act” amendments thereof, as implemented by the HIPAA Rules and DoD HIPAA Issuances (both defined below). The parties are a DoD Military Health System (MHS) component, acting as a HIPAA covered entity, and a DoD contractor, acting as a HIPAA business associate. The HIPAA Rules require BAAs between covered entities and business associates. Implementing this BAA requirement, the applicable

DoD HIPAA Issuance (DoD 6025.18-R, paragraph C3.4.1.3) provides that requirements applicable to business associates must be incorporated (or incorporated by reference) into the contract or agreement between the parties.

(a) Catchall Definition. Except as provided otherwise in this BAA, the following terms used in this BAA shall have the same meaning as those terms in the DoD HIPAA Rules: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices (NoPP), Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

—Breach means actual or possible loss of control, unauthorized disclosure of or unauthorized access to PHI or other PII (which may include, but is not limited to PHI), where persons other than authorized users gain access or potential access to such information for any purpose other than authorized purposes, where one or more individuals will be adversely affected. The foregoing definition is based on the definition of breach in DoD Privacy Act Issuances as defined herein.

—Business Associate shall generally have the same meaning as the term “business associate” in the DoD HIPAA Issuances, and in reference to this BAA, shall mean [insert name of Business Associate signatory to this BAA].

—Agreement means this BAA together with the documents and/or other arrangements under which the Business Associate signatory performs services involving access to PHI on behalf of the MHS component signatory to this BAA.

—Covered Entity shall generally have the same meaning as the term “covered entity” in the DoD HIPAA Issuances, and in reference to this BAA, shall mean [insert name of MHS component signatory to this BAA].

—DHA Privacy Office means the DHA Privacy and Civil Liberties Office. The DHA Privacy Office Director is the HIPAA Privacy and Security Officer for DHA, including the National Capital Region Medical Directorate (NCRMD).

—DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoD 6025.18-R (2003), DoDI 6025.18 (2009), and DoD 8580.02-R (2007).

—DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDD 5400.11 (2007) and DoD 5400.11-R (2007).

—HHS Breach means a breach that satisfies the HIPAA Breach Rule definition of breach in 45 CFR 164.402.

—HIPAA Rules means, collectively, the HIPAA Privacy, Security, Breach and Enforcement Rules, issued by the U.S. Department of Health and Human Services (HHS) and codified at 45 CFR Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-D (Enforcement), as amended by the 2013 modifications to those Rules, implementing the “HITECH Act” provisions of Pub. L. 111-5. See 78 FR 5566-5702 (Jan. 25, 2013) (with corrections at 78 FR 32464 (June 7, 2013)). Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this BAA and are not included in the term HIPAA Rules.

—Service-Level Privacy Office means one or more offices within the military services (Army, Navy, or Air Force) with oversight authority over Privacy Act and HIPAA privacy compliance.

#### I. Obligations and Activities of Business Associate

(a) The Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law.

(b) The Business Associate shall use appropriate safeguards, and comply with the DoD HIPAA Rules with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

(c) The Business Associate shall report to Covered Entity any Breach of which it becomes aware, and shall proceed with breach response steps as required by Part V of this BAA. With respect to electronic PHI, the Business Associate shall also respond to any security incident of which it becomes aware in accordance with any Information Assurance provisions of the Agreement. If at any point the Business Associate becomes aware that a security incident involves a Breach, the Business Associate shall immediately initiate breach response as required by part V of this BAA.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), respectively), as applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI.

(e) The Business Associate shall make available PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual, as necessary to satisfy the Covered Entity obligations under 45 CFR 164.524.

(f) The Business Associate shall make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(g) The Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or an individual as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, the Business Associate shall comply with the requirements of HIPAA Privacy Rule that apply to the Covered Entity in the performance of such obligation(s); and

(i) The Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

## II. Permitted Uses and Disclosures by Business Associate

(a) The Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement or as required by law. The Business Associate is not permitted to de-identify PHI under DoD HIPAA issuances or the corresponding 45 CFR 164.514(a)-(c), nor is it permitted to use or disclose de-identified PHI, except as provided by the Agreement or directed by the Covered Entity.

(b) The Business Associate agrees to use, disclose and request PHI only in accordance with the HIPAA Privacy Rule "minimum necessary" standard and corresponding DHA policies and procedures as stated in the DoD HIPAA Issuances.

(c) The Business Associate shall not use or disclose PHI in a manner that would violate the DoD HIPAA Issuances or HIPAA Privacy Rules if done by the Covered Entity, except uses and disclosures for the Business Associate's own management and administration and legal responsibilities or for data aggregation services as set forth in the following three paragraphs.

(d) Except as otherwise limited in the Agreement, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. The foregoing authority to use PHI does not apply to disclosure of PHI, which is covered in the next paragraph.

(e) Except as otherwise limited in the Agreement, the Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as

required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Except as otherwise limited in the Agreement, the Business Associate may use PHI to provide Data Aggregation services relating to the Covered Entity's health care operations.

### III. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

(a) The Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520 and the corresponding provision of the DoD HIPAA Issuances.

(b) The Covered Entity shall notify the Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes affect the Business Associate's use or disclosure of PHI.

(c) The Covered Entity shall notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

### IV. Permissible Requests by Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule or any applicable Government regulations (including without limitation, DoD HIPAA Issuances) if done by the Covered Entity, except for providing Data Aggregation services to the Covered Entity and for management and administrative activities of the Business Associate as otherwise permitted by this BAA.

### V. Breach Response

(a) In general.

In the event of a breach of PII/PHI held by the Business Associate, the Business Associate shall follow the breach response requirements set forth in this Part V, which is designed to satisfy both the Privacy Act and HIPAA as applicable. If a breach involves PII without PHI, then the Business Associate shall comply with DoD Privacy Act Issuance breach response requirements only; if a breach involves PHI (a subset of PII), then the Business Associate shall comply with both Privacy Act and HIPAA breach response requirements. A breach involving PHI may or may not constitute an HHS Breach. If a breach is not an HHS Breach, then the Business Associate has no HIPAA breach response obligations. In such cases, the Business Associate must still comply with breach response requirements under the DoD Privacy Act Issuances.

If the DHA Privacy Office determines that a breach is an HHS Breach, then the Business Associate shall comply with both the HIPAA Breach Rule and DoD Privacy Act Issuances, as directed by the DHA Privacy Office, regardless of whether the breach occurs at DHA or at one of the Service components. If the DHA Privacy Office determines that the breach does not constitute an HHS Breach, then the Business Associate shall comply with DoD Privacy Act Issuances, as directed by the applicable Service-Level Privacy Office. The Business Associate shall contact the Covered Entity for guidance when the incident is not an HHS Breach.

This Part V is designed to satisfy the DoD Privacy Act Issuances and the HIPAA Breach Rule as implemented by the DoD HIPAA Issuances. In general, for breach response, the Business Associate shall report the breach to the Covered Entity, assess the breach incident, notify affected individuals, and take mitigation actions as applicable. Because DoD defines "breach" to include possible (suspected) as well as actual (confirmed) breaches, the Business Associate shall implement these breach response requirements immediately upon the Business Associate's discovery of a possible breach.

(b) Government Reporting Provisions

The Business Associate shall report the breach within one hour of discovery to the Covered Entity and to the US Computer Emergency Readiness Team (US CERT) -the other parties as deemed appropriate by the Covered Entity.

The Business Associate is deemed to have discovered a breach as of the time a breach (suspected or confirmed) is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing it) who is an employee, officer or other agent of the Business Associate.

The Business Associate shall submit the US-CERT report using the online form at <https://forms.us-cert.gov/report/>. Before submission to US-CERT, the Business Associate shall save a copy of the on-line report. After submission, the Business Associate shall record the US-CERT Reporting Number. Although only limited information about the breach may be available as of the one hour deadline for submission, the Business Associate shall submit the USCERT report by the deadline. The Business Associate shall e-mail updated information as it is obtained, following the instructions at <http://www.us-cert.gov/pgp/email.html>. The Business Associate shall provide a copy of the initial or updated US-CERT report to the -Covered Entity and the applicable Service-Level Privacy Office, if requested by either. Business Associate questions about US-CERT reporting shall be directed to the Covered Entity or Service- Level Privacy Office, not the US-CERT office.

The additional US Army and the US Army Medical Command (MEDCOM) reporting requirements are addressed in the PII Breach Reporting and Notification Policy. The latest version of this policy can be obtained from the Covered Entity or the MEDCOM Privacy Act/Freedom of Information Act (FOIA) Office at: [usarmy.jbsa.medcom.list.medcom-foia-users@mail.mil](mailto:usarmy.jbsa.medcom.list.medcom-foia-users@mail.mil) . If multiple beneficiaries are affected by a single event or related set of events, then a single reportable breach may be deemed to have occurred, depending on the circumstances. The Business Associate shall inform the Covered Entity as soon as possible if it believes that “single event” breach response is appropriate; the Covered Entity will determine how the Business Associate shall proceed and, if appropriate, consolidate separately reported breaches for purposes of Business Associate report updates, beneficiary notification, and mitigation.

When a Breach Report initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Business Associate shall submit a revised form or forms, stating the updated status and previous report date(s) and showing any revisions or additions in red text. Examples of updated information the Business Associate shall report include, but are not limited to: confirmation on the exact data elements involved, the root cause of the incident, and any mitigation actions to include, sanctions, training, incident containment, follow-up, etc. The Business Associate shall submit these report updates promptly after the new information becomes available. Prompt reporting of updates is required to allow the Covered Entity to make timely final determinations on any subsequent notifications or reports. The Business Associate shall provide updates to the same parties as required for the initial Breach Report. The Business Associate is responsible for reporting all information needed by the Covered Entity to make timely and accurate determinations on reports to HHS as required by the HHS Breach Rule and reports to the Defense Privacy and Civil Liberties Office as required by DoD Privacy Act Issuances.

In the event the Business Associate is uncertain on how to apply the above requirements, the Business Associate shall consult with the Covered Entity (or the Service-Level Privacy Office, which will consult with the DHA Privacy Office as appropriate) when determinations on applying the above requirements are needed.

#### (c) Individual Notification Provisions

If the DHA Privacy Office determines that individual notification is required, the Business Associate shall provide written notification to individuals affected by the breach as soon as possible, but no later than 10 working days after the breach is discovered and the identities of the individuals are ascertained. The 10 day period begins when the Business Associate is able to determine the identities (including addresses) of the individuals whose records were impacted.

The Business Associate’s proposed notification to be issued to the affected individuals shall be submitted to the parties to which reports are submitted under paragraph V (a) for their review, and for approval by the DHA Privacy Office. Upon request, the Business Associate shall provide the DHA Privacy Office with the final text of the notification letter sent to the affected individuals. If different groups of affected individuals receive different notification letters, then the Business Associate shall provide the text of the letter for each group. (PII shall not be



included with the text of the letter(s) provided.) Copies of further correspondence with affected individuals need not be provided unless requested by the Privacy Office. The Business Associate's notification to the individuals, at a minimum, shall include the following:

—The individual(s) must be advised of what specific data was involved. It is insufficient to simply state that PII has been lost. Where names, Social Security Numbers (SSNs) or truncated SSNs, and Dates of Birth (DOB) are involved, it is critical to advise the individual that these data elements potentially have been breached.

—The individual(s) must be informed of the facts and circumstances surrounding the breach. The description should be sufficiently detailed so that the individual clearly understands how the breach occurred.

—The individual(s) must be informed of what protective actions the Business Associate is taking or the individual can take to mitigate against potential future harm. The notice must refer the individual to the current Federal Trade Commission (FTC) web site pages on identity theft and the FTC's Identity Theft Hotline, toll-free: 1-877-IDTHEFT (438-4338); TTY: 1-866-653-4261.

—The individual(s) must also be informed of any mitigation support services (e.g., one year of free credit monitoring, identification of fraud expense coverage for affected individuals, provision of credit freezes, etc.) that the Business Associate may offer affected individuals, the process to follow to obtain those services and the period of time the services will be made available, and contact information (including a phone number, either direct or tollfree, e-mail address and postal address) for obtaining more information.

Business Associates shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., "Data Breach Information Enclosed," and that the envelope is marked with the identity of the Business Associate and/or subcontractor organization that suffered the breach. The letter must also include contact information for a designated POC to include, phone number, email address, and postal address.

If the Business Associate determines that it cannot readily identify, or will be unable to reach, some affected individuals within the 10 day period after discovering the breach, the Business Associate shall so indicate in the initial or updated Breach Report. Within the 10 day period, the Business Associate shall provide the approved notification to those individuals who can be reached. Other individuals must be notified within 10 days after their identities and addresses are ascertained. The Business Associate shall consult with the DHA Privacy Office, which will determine which media notice is most likely to reach the population not otherwise identified or reached. The Business Associate shall issue a generalized media notice(s) to that population in accordance with Privacy Office approval.

The Business Associate shall, at no cost to the government, bear any costs associated with a breach of PII/PHI that the Business Associate has caused or is otherwise responsible for addressing.

Breaches are not to be confused with security incidents (often referred to as cyber security incidents when electronic information is involved), which may or may not involve a breach of PII/PHI. In the event of a security incident not involving a PII/PHI breach, the Business Associate shall follow applicable DoD Information Assurance requirements under its Agreement. If at any point the Business Associate finds that a cyber security incident involves a PII/PHI breach (suspected or confirmed), the Business Associate shall immediately initiate the breach response procedures set forth here. The Business Associate shall also continue to follow any required cyber security incident response procedures to the extent needed to address security issues, as determined by DoD/DHA.

## VI. Termination

(a) Termination. Noncompliance by the Business Associate (or any of its staff, agents, or subcontractors) with any requirement in this BAA may subject the Business Associate to termination under any applicable default or other termination provision of the Agreement.

(b) Effect of Termination.

(1) If the Agreement has records management requirements, the Business Associate shall handle such records in accordance with the records management requirements. If the Agreement does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below. If the Agreement has provisions for transfer of records and PII/PHI to a successor Business Associate, or if DHA gives directions for such transfer, the Business Associate shall handle such records and information in accordance with such Agreement provisions or DHA direction.

(2) If the Agreement does not have records management requirements, except as provided in the following paragraph (3), upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

(3) If the Agreement does not have records management provisions and the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Covered Entity and the Business Associate that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

## VII. Miscellaneous

(a) Survival. The obligations of Business Associate under the "Effect of Termination" provision of this BAA shall survive the termination of the Agreement.

(b) Interpretation. Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits the Covered Entity and the Business Associate to comply with the HIPAA Rules and the DoD HIPAA Rules.

(End of HCAA Local Clause 5001)

**ATTACHMENT 3**  
**SCHEDULE OF SUPPLIES/SERVICES**

<b>SCHEDULE OF SUPPLIES/SERVICES</b>					
<b>Line No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Price</b>
0001	Base Year: FY23-FY24 MCAAP Lab Testing Services - IAW Performance Work Statement. Period of Performance: 12 Months After Receipt of Order (ARO).	1	Job		
0002	Base Year: FY23-FY24 MCAAP Chest X-Ray Services w/no read - IAW Performance Work Statement. Period of Performance: 12 Months After Receipt of Order (ARO).	1	Job		
1001	Option Year 1: FY24-FY25 MCAAP Lab Test Services - IAW Performance Work Statement, Period of Performance is 12 months after Base Year.	1	Job		
1002	Option Year 1: FY24-FY25 MCAAP Chest X-Ray Services w/no read - IAW Performance Work Statement, Period of Performance is 12 months after Base Year.	1	Job		
2001	Option Year 2: FY25-FY26 MCAAP Lab Testing Services - IAW Performance Work Statement, Period of Performance is 12 months after OY1.	1	Job		
2002	Option Year 2: FY25-FY26 MCAAP Chest X-Ray Services w/no read - IAW Performance Work Statement, Period of Performance is 12 Months after OY1.	1	Job		
3001	Option Year 3: FY26-FY27 MCAAP Lab Testing Services - IAW Performance Work Statement, Period of Performance is 12 Months after OY2.	1	Job		
3002	Option Year 3: FY26-FY27 MCAAP Chest X-Ray Services w/no read - IAW Performance Work Statement, Period of Performance is 12 months after OY2.	1	Job		
4001	Option Year 4: FY27-FY28 MCAAP Lab Testing Services - IAW Performance Work Statement, Period of Performance is 12 Months after OY3.	1	Job		
4002	Option Year 4: FY27-FY28 MCAAP Chest X-Ray Services w/no read - IAW Performance Work Statement, Period of Performance is 12 Months after OY3.	1	Job		
<b>Firm Fixed Price (FFP)</b> <b>Place of Performance: IAW the Performance Work Statement at</b> U.S. Army Occupational Health Clinic (USAOHC), McAlester Army Ammunition Plant (MCAAP), Bldg. 5, 1 C-Tree Road, McAlester, OK 74501 <b>FOB: Destination</b>					<b>Total Cost:</b>

**ATTACHMENT 4**  
**PERFORMANCE WORK STATEMENT**  
**Laboratory and Radiology Services**  
**for**

**United States Army Occupational Health Clinic (USAOHC), McAlester Army Ammunition Plant (MCAAP)**

**1. BACKGROUND.**

1.1. Reynolds Army Health Clinic, Fort Sill, Oklahoma requires the non-personal services of Laboratory and Radiology services in support of the U.S. Army Occupational Health Clinic (USAOHC), McAlester Army Ammunition Plant (MCAAP), Bldg. 5, 1 C-Tree Road, McAlester, OK 74501. MCAAP USAOHC supports a small population of military personnel, their families, veterans, and beneficiaries. Located 150 miles from Dallas, Texas, 150 miles from Oklahoma City, Oklahoma, and more than 90 miles from Tulsa, Oklahoma, timely laboratory, and radiology services are needed to support the population. Due to the timely laboratory requirements, these services need to be provided in close proximity to McAlester, Oklahoma.

1.2. The Occupational Health Clinic requires laboratory and radiology services for the testing of CXR, CBC, Urinalysis; Liver Profile; LDH: GGT; Lipid Panel; TSH; Chem 8 Panel; G6PD; Free T4; Free T3; Free Testosterone, Total; FSH; LH; PRL; SHGB; CMP; TG Antibody; TPO Antibody; Estradiol Levels; HIV Screen; Uric Acid; Cholesterol Total; Lead, Blood; Zinc Protoporphyrin; Magnesium; Cadmium; PSA; ABO Type; RH type; Fluoride; Peripheral Smear Referral; Chem 20; RBC cholinesterase; varicella/rubella/rubeola titers, methemoglobin, HBsAb, occasional special labs to include urine heavy metals, Sars-COV-2 PCR Test, and reading of chest x-rays.

1.3. Abbreviation appendix: CXR=chest x-ray, CBC=complete blood count, LDH=lactate Dehydrogenase, LFT=liver function test, UA=urinalysis, F1=fluoride, HIC=human immunodeficiency virus, GHCG=beta- human chorionic gonadotropin, PCR=polymerase chain reaction, PSA=prostate specific antigen, Pb=lead, ZPP=zinc protoporphyrin, RBC=red blood cell, CA=calcium, HBsAb=hepatitis B surface antibody, GGT= Gama-glutamyl transerase, TSH= thyroid-stimulating hormone, G6PD= Glucose-6-Phosphate Dehydrogenase, ABO=Type-blood type, RH Type- RHtype, CAP=college of American Pathologists.

**2. Scope of Work:**

2.1. The contractor shall provide laboratory and radiology services including, but not limited to, the following: CXR, CBC, Urinalysis; Liver Profile; LDH: GGT; Lipid Panel; TSH; Chem 8 Panel; G6PD; Free T4; Free T3; Free Testosterone, Total; FSH; LH; PRL; SHGB; CMP; TG Antibody; TPO Antibody; Estradiol Levels; HIV Screen; Uric Acid; Cholesterol Total; Lead, Blood; Zinc Protoporphyrin; Magnesium; Cadmium; PSA; ABO Type; RH type; Fluoride; Peripheral Smear Referral; Chem 20; RBC cholinesterase; varicella/rubella/rubeola titers, methemoglobin, HBsAb, occasional special labs to include urine heavy metals, Sars-COV-2 PCR Test, and reading of chest x-rays.

2.2. All bills shall be itemized to show the procedures done along with the corresponding CPT codes.

2.3. Laboratory shall be CAP accredited (or any other nationally recognized accrediting body for laboratories), and Radiology dept accredited by a recognized radiological accrediting body. Must provide Proof of Certifications.

2.4. The following labs shall have a turnaround time of no greater than 48 hrs if required: CBC, LDH, LFT, UA, HIC, urine, bHCG, chem 8, PSA, and lipid profile.

2.5. All phlebotomy supplies shall be provided by contractor (needed, tubes, vacutainer interface, Styrofoam boxes, cold packing's etc.)

2.6. Contractor shall provide phlebotomy services if service cannot be performed on site at MCAAP Occupational Health Clinic.

2.7. Lab results must be faxed to MCAAP Occupational Health Clinic.

2.8. The reading of x-rays will be sent by mail and will be read at Reynolds Army Health Clinic.

**2.9. LAB TESTS**

ALP (Alkaline Phosphatase)  
AMH (3 days) (Antimullerian Hormone)  
B12  
Bilirubin Direct  
Blood Type, ABO  
Blood Type, Rh  
BMP (Basic Metabolic Panel) Cadmium  
CBC with Differential Cholesterol, total  
Chromium, serum  
CMP (Comprehensive Metabolic Panel)  
Estradiol  
Fe (Iron)  
Flouride Urine  
Folate  
FSH  
G6PD  
GGT (GGPT)  
Haptoglobin  
HBsAb  
HBsAG  
HCG Qualitative  
Heavy Metals  
Hepatitis ABC Acute Panel  
HGBAIC  
HIV Ab Screen  
LDH  
Lead, Blood  
LH  
Lipid Profile  
Liver Profile  
Magnesium  
Met/HGB  
Prolactin  
PSA  
Pseudocholinesterase  
Reticulocyte Count Rubella  
Rubeola  
Sars-COV-2 PCR  
SHBG  
Sperm Analysis  
T3, Free  
T3 Total  
T4, Free  
T4, Total (Thyroxine)  
Testosterone, Total  
Testosterone, Free  
TG (Thyroglobulin) Antibody  
TPO (Thyropoxidase)Antibody  
TSH  
UA with microscopic

Uric Acid  
Heavy Metals  
Zinc Protoporphrin  
Varicilla

**2.10. X-RAY**

Chest X-ray

**3. Contractor Manpower Reporting**

"ACCOUNTING FOR CONTRACT SERVICES-The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract.

**4. Exclusion from Participation in Federal Health Care Programs (October 2015)**

4.1. The Contractor shall not employ or contract with any individual or entity (hereinafter collectively referred to as "person") to provide items or services that will be included in invoices submitted to the Government under this contract if such person is listed on the Department of Health and Human Services (HHS) Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) or the TRICARE Sanctioned Provider List. The Government is legally prohibited from paying for provision of items or services by such persons. The prohibition extends to services beyond direct patient care, such as services of persons in executive or leadership roles and administrative and management services, whether or not such services are billed separately. The LEIE may be found at <http://oig.hhs.gov/fraud/exclusions.asp>, and the TRICARE Sanctioned Provider list at <http://www.health.mil/Military-Health-Topics/Access-Cost-Quality-and-Safety/Quality-And-Safety-of-Healthcare/Program-Integrity/Sanctioned-Providers>. The LEIE and TRICARE Sanctioned Provider List are hereinafter collectively referred to as "the Lists."

4.2. Prior to start of contract performance, the Contractor shall (a) query the Lists to determine whether the name of any person the Contractor employs or contracts with to provide services or items for which payment may be made under this contract appears on the Lists, and (b) certify to the Contracting Officer that the Contractor has queried the Lists and no such names appear on either of the Lists.

4.3. During performance of the contract, and prior to persons other than those whose names were queried in accordance with paragraph 2, above, (hereinafter "new persons") providing services or items under the contract, the Contractor shall (a) query the Lists as in paragraph 4.2., and (b) certify to the Contracting Officer that the names of such new persons do not appear on either of the Lists.

4.4. Should any person providing items or services under the contract appear on either of the Lists at any time during contract performance, the Contractor shall (a) in cases where the Contractor identified the person, notify the Contracting Officer, and (b) promptly remove that person from the contract.

4.5. Violation of any aspect of the above paragraphs shall be considered a material breach of the contract and may result in termination of the contract.

4.6. The Contractor is further advised that, in accordance with Civil Monetary Penalties Law [CMP] (codified at 42 USC § 1320a-7a):

a. There are steep civil monetary penalties associated with billing the Government for providing items or services by a person on either of the Lists, and with failing to return to the Government any overpayments received for provision of such items or services.

b. Billing under the contract for provision of items or services by a person on either List may also result in exclusion of the person that employs or contracts with such person.

5. HHS OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs with additional information on the CMP. The Special Advisory Bulletin may be found at <http://oig.hhs.gov/exclusions/files/sab-05092013.pdf>.

## APPENDIX A PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Requirement	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method
Invoices submitted with correct CPT codes.	IAW PWS Para 2.2.	100% compliance	Periodic Inspection
Accreditation current for both radiology and laboratory departments.	IAW PWS Para 2.3.	100% compliance	Periodic Inspection
Turnaround time for specified labs meets requirements.	IAW PWS Para 2.4.	100% compliance	Periodic Inspection
Results appropriately communicated.	IAW PWS Para 2.7.	100% compliance	Periodic Inspection

**ATTACHMENT 5**  
**SCA Wage Determination No. 2015-5333 Rev. 21**

WD 15-5333 (Rev.-21) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/27/2022

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"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    Wage Determination No.: 2015-5333 Revision No.: 21 Date Of Last Revision: 12/27/2022
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Daniel W. Simms  
Director

Division of  
Wage Determinations

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](http://www.dol.gov/whd/govcontracts).

State: Oklahoma

Area: Oklahoma Counties of Choctaw, Haskell, Latimer, McCurtain, Pittsburg, Pushmataha

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.52***
01012 - Accounting Clerk II		17.42
01013 - Accounting Clerk III		19.49
01020 - Administrative Assistant		19.47
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		13.46***
01042 - Customer Service Representative II		15.07***



01043 - Customer Service Representative III	16.52
01051 - Data Entry Operator I	15.44***
01052 - Data Entry Operator II	16.85
01060 - Dispatcher, Motor Vehicle	21.55
01070 - Document Preparation Clerk	12.80***
01090 - Duplicating Machine Operator	12.80***
01111 - General Clerk I	13.73***
01112 - General Clerk II	14.98***
01113 - General Clerk III	17.04
01120 - Housing Referral Assistant	17.91
01141 - Messenger Courier	14.18***
01191 - Order Clerk I	14.31***
01192 - Order Clerk II	16.69
01261 - Personnel Assistant (Employment) I	17.83
01262 - Personnel Assistant (Employment) II	19.95
01263 - Personnel Assistant (Employment) III	22.24
01270 - Production Control Clerk	21.77
01290 - Rental Clerk	14.52***
01300 - Scheduler, Maintenance	14.36***
01311 - Secretary I	14.36***
01312 - Secretary II	16.06***
01313 - Secretary III	17.91
01320 - Service Order Dispatcher	19.26
01410 - Supply Technician	19.47
01420 - Survey Worker	15.08***
01460 - Switchboard Operator/Receptionist	13.50***
01531 - Travel Clerk I	13.84***
01532 - Travel Clerk II	14.74***
01533 - Travel Clerk III	15.40***
01611 - Word Processor I	12.80***
01612 - Word Processor II	14.36***
01613 - Word Processor III	16.06***
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.04
05010 - Automotive Electrician	20.01
05040 - Automotive Glass Installer	18.96
05070 - Automotive Worker	18.96
05110 - Mobile Equipment Servicer	16.65
05130 - Motor Equipment Metal Mechanic	21.07
05160 - Motor Equipment Metal Worker	18.96
05190 - Motor Vehicle Mechanic	20.70
05220 - Motor Vehicle Mechanic Helper	15.38***
05250 - Motor Vehicle Upholstery Worker	17.69
05280 - Motor Vehicle Wrecker	18.91
05310 - Painter, Automotive	20.04
05340 - Radiator Repair Specialist	18.96
05370 - Tire Repairer	14.92***
05400 - Transmission Repair Specialist	21.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.42***
07041 - Cook I	10.77***
07042 - Cook II	12.22***
07070 - Dishwasher	10.58***
07130 - Food Service Worker	10.55***
07210 - Meat Cutter	13.38***
07260 - Waiter/Waitress	8.88***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.35
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	17.35
09090 - Furniture Refinisher Helper	13.42***
09110 - Furniture Repairer, Minor	15.44***
09130 - Upholsterer	17.35

11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.67***
11060 - Elevator Operator	12.63***
11090 - Gardener	15.72***
11122 - Housekeeping Aide	11.34***
11150 - Janitor	11.34***
11210 - Laborer, Grounds Maintenance	12.65***
11240 - Maid or Houseman	10.72***
11260 - Pruner	11.69***
11270 - Tractor Operator	14.63***
11330 - Trail Maintenance Worker	12.65***
11360 - Window Cleaner	12.27***
12000 - Health Occupations	
12010 - Ambulance Driver	15.90***
12011 - Breath Alcohol Technician	19.91
12012 - Certified Occupational Therapist Assistant	30.35
12015 - Certified Physical Therapist Assistant	33.99
12020 - Dental Assistant	18.26
12025 - Dental Hygienist	41.07
12030 - EKG Technician	27.06
12035 - Electroneurodiagnostic Technologist	27.06
12040 - Emergency Medical Technician	15.90***
12071 - Licensed Practical Nurse I	17.80
12072 - Licensed Practical Nurse II	19.91
12073 - Licensed Practical Nurse III	22.20
12100 - Medical Assistant	14.00***
12130 - Medical Laboratory Technician	22.71
12160 - Medical Record Clerk	16.19***
12190 - Medical Record Technician	18.11
12195 - Medical Transcriptionist	15.66***
12210 - Nuclear Medicine Technologist	43.77
12221 - Nursing Assistant I	13.37***
12222 - Nursing Assistant II	15.02***
12223 - Nursing Assistant III	16.39
12224 - Nursing Assistant IV	18.41
12235 - Optical Dispenser	14.54***
12236 - Optical Technician	17.80
12250 - Pharmacy Technician	15.84***
12280 - Phlebotomist	13.85***
12305 - Radiologic Technologist	27.96
12311 - Registered Nurse I	24.38
12312 - Registered Nurse II	29.82
12313 - Registered Nurse II, Specialist	29.82
12314 - Registered Nurse III	36.09
12315 - Registered Nurse III, Anesthetist	36.09
12316 - Registered Nurse IV	43.24
12317 - Scheduler (Drug and Alcohol Testing)	24.67
12320 - Substance Abuse Treatment Counselor	21.98
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.95
13012 - Exhibits Specialist II	22.25
13013 - Exhibits Specialist III	27.23
13041 - Illustrator I	18.95
13042 - Illustrator II	22.25
13043 - Illustrator III	27.23
13047 - Librarian	22.56
13050 - Library Aide/Clerk	11.89***
13054 - Library Information Technology Systems Administrator	20.37
13058 - Library Technician	13.84***
13061 - Media Specialist I	14.70***
13062 - Media Specialist II	16.44
13063 - Media Specialist III	18.33

13071 - Photographer I	15.06***
13072 - Photographer II	17.50
13073 - Photographer III	20.54
13074 - Photographer IV	25.14
13075 - Photographer V	30.42
13090 - Technical Order Library Clerk	16.47
13110 - Video Teleconference Technician	15.24***
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.45
14042 - Computer Operator II	18.40
14043 - Computer Operator III	23.75
14044 - Computer Operator IV	27.62
14045 - Computer Operator V	30.38
14071 - Computer Programmer I (see 1)	22.27
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	16.93
14160 - Personal Computer Support Technician	28.80
14170 - System Support Specialist	28.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.48
15020 - Aircrew Training Devices Instructor (Rated)	39.29
15030 - Air Crew Training Devices Instructor (Pilot)	47.09
15050 - Computer Based Training Specialist / Instructor	32.48
15060 - Educational Technologist	31.31
15070 - Flight Instructor (Pilot)	47.09
15080 - Graphic Artist	19.06
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.09
15086 - Maintenance Test Pilot, Rotary Wing	47.09
15088 - Non-Maintenance Test/Co-Pilot	47.09
15090 - Technical Instructor	19.00
15095 - Technical Instructor/Course Developer	23.24
15110 - Test Proctor	15.33***
15120 - Tutor	15.33***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.99***
16030 - Counter Attendant	9.99***
16040 - Dry Cleaner	12.73***
16070 - Finisher, Flatwork, Machine	9.99***
16090 - Presser, Hand	9.99***
16110 - Presser, Machine, Drycleaning	9.99***
16130 - Presser, Machine, Shirts	9.99***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.99***
16190 - Sewing Machine Operator	13.65***
16220 - Tailor	14.57***
16250 - Washer, Machine	10.93***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.71
19040 - Tool And Die Maker	28.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.01
21030 - Material Coordinator	21.77
21040 - Material Expediter	21.77
21050 - Material Handling Laborer	14.69***
21071 - Order Filler	13.53***
21080 - Production Line Worker (Food Processing)	19.01
21110 - Shipping Packer	16.78
21130 - Shipping/Receiving Clerk	16.78
21140 - Store Worker I	14.79***

21150 - Stock Clerk	18.86
21210 - Tools And Parts Attendant	19.01
21410 - Warehouse Specialist	19.01
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.44
23019 - Aircraft Logs and Records Technician	20.42
23021 - Aircraft Mechanic I	24.23
23022 - Aircraft Mechanic II	25.44
23023 - Aircraft Mechanic III	26.68
23040 - Aircraft Mechanic Helper	17.77
23050 - Aircraft, Painter	22.95
23060 - Aircraft Servicer	20.42
23070 - Aircraft Survival Flight Equipment Technician	22.95
23080 - Aircraft Worker	21.65
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.65
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.23
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	18.58
23125 - Cable Splicer	30.18
23130 - Carpenter, Maintenance	21.80
23140 - Carpet Layer	21.07
23160 - Electrician, Maintenance	27.27
23181 - Electronics Technician Maintenance I	27.60
23182 - Electronics Technician Maintenance II	29.27
23183 - Electronics Technician Maintenance III	30.90
23260 - Fabric Worker	19.87
23290 - Fire Alarm System Mechanic	23.58
23310 - Fire Extinguisher Repairer	18.58
23311 - Fuel Distribution System Mechanic	31.99
23312 - Fuel Distribution System Operator	25.28
23370 - General Maintenance Worker	17.27
23380 - Ground Support Equipment Mechanic	24.23
23381 - Ground Support Equipment Servicer	20.42
23382 - Ground Support Equipment Worker	21.65
23391 - Gunsmith I	18.58
23392 - Gunsmith II	21.07
23393 - Gunsmith III	23.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.76
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.79
23430 - Heavy Equipment Mechanic	23.52
23440 - Heavy Equipment Operator	18.19
23460 - Instrument Mechanic	23.58
23465 - Laboratory/Shelter Mechanic	22.34
23470 - Laborer	14.69***
23510 - Locksmith	22.34
23530 - Machinery Maintenance Mechanic	29.55
23550 - Machinist, Maintenance	21.44
23580 - Maintenance Trades Helper	15.57***
23591 - Metrology Technician I	23.58
23592 - Metrology Technician II	24.76
23593 - Metrology Technician III	25.96
23640 - Millwright	25.86
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	19.61
23790 - Pipefitter, Maintenance	23.56
23810 - Plumber, Maintenance	22.32
23820 - Pneudraulic Systems Mechanic	23.58
23850 - Rigger	27.22
23870 - Scale Mechanic	21.07

23890 - Sheet-Metal Worker, Maintenance	18.62
23910 - Small Engine Mechanic	20.51
23931 - Telecommunications Mechanic I	25.74
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	27.01
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	23.58
23970 - Woodcraft Worker	23.58
23980 - Woodworker	18.58
24000 - Personal Needs Occupations	
24550 - Case Manager	15.37***
24570 - Child Care Attendant	10.63***
24580 - Child Care Center Clerk	13.26***
24610 - Chore Aide	9.34***
24620 - Family Readiness And Support Services Coordinator	15.37***
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.58
25040 - Sewage Plant Operator	18.11
25070 - Stationary Engineer	23.58
25190 - Ventilation Equipment Tender	17.29
25210 - Water Treatment Plant Operator	18.11
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.24***
27007 - Baggage Inspector	14.67***
27008 - Corrections Officer	18.07
27010 - Court Security Officer	20.37
27030 - Detection Dog Handler	16.42
27040 - Detention Officer	18.07
27070 - Firefighter	22.36
27101 - Guard I	14.67***
27102 - Guard II	16.42
27131 - Police Officer I	20.54
27132 - Police Officer II	22.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.07***
28042 - Carnival Equipment Repairer	14.16***
28043 - Carnival Worker	10.13***
28210 - Gate Attendant/Gate Tender	14.70***
28310 - Lifeguard	11.90***
28350 - Park Attendant (Aide)	16.45
28510 - Recreation Aide/Health Facility Attendant	12.00***
28515 - Recreation Specialist	18.85
28630 - Sports Official	13.09***
28690 - Swimming Pool Operator	17.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.26
29020 - Hatch Tender	28.26
29030 - Line Handler	28.26
29041 - Stevedore I	26.66
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	18.34
30022 - Archeological Technician II	20.87
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.85
30040 - Civil Engineering Technician	24.94
30051 - Cryogenic Technician I	28.15
30052 - Cryogenic Technician II	31.09

30061 - Drafter/CAD Operator I	18.34
30062 - Drafter/CAD Operator II	20.87
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.64
30081 - Engineering Technician I	17.70
30082 - Engineering Technician II	19.88
30083 - Engineering Technician III	22.23
30084 - Engineering Technician IV	27.54
30085 - Engineering Technician V	33.69
30086 - Engineering Technician VI	40.77
30090 - Environmental Technician	25.42
30095 - Evidence Control Specialist	25.42
30210 - Laboratory Technician	27.51
30221 - Latent Fingerprint Technician I	28.15
30222 - Latent Fingerprint Technician II	31.09
30240 - Mathematical Technician	25.85
30361 - Paralegal/Legal Assistant I	20.83
30362 - Paralegal/Legal Assistant II	25.51
30363 - Paralegal/Legal Assistant III	29.63
30364 - Paralegal/Legal Assistant IV	37.77
30375 - Petroleum Supply Specialist	31.09
30390 - Photo-Optics Technician	25.85
30395 - Radiation Control Technician	31.09
30461 - Technical Writer I	24.26
30462 - Technical Writer II	29.68
30463 - Technical Writer III	35.90
30491 - Unexploded Ordnance (UXO) Technician I	28.36
30492 - Unexploded Ordnance (UXO) Technician II	34.32
30493 - Unexploded Ordnance (UXO) Technician III	41.13
30494 - Unexploded (UXO) Safety Escort	28.36
30495 - Unexploded (UXO) Sweep Personnel	28.36
30501 - Weather Forecaster I	28.64
30502 - Weather Forecaster II	34.84
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.28
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.32
31020 - Bus Aide	11.74***
31030 - Bus Driver	15.84***
31043 - Driver Courier	15.55***
31260 - Parking and Lot Attendant	12.20***
31290 - Shuttle Bus Driver	16.71
31310 - Taxi Driver	9.57***
31361 - Truckdriver, Light	16.71
31362 - Truckdriver, Medium	17.87
31363 - Truckdriver, Heavy	23.54
31364 - Truckdriver, Tractor-Trailer	23.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	10.62***
99050 - Desk Clerk	10.70***
99095 - Embalmer	26.02
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	13.44***
99252 - Laboratory Animal Caretaker II	14.45***
99260 - Marketing Analyst	22.67
99310 - Mortician	26.02
99410 - Pest Controller	17.35
99510 - Photofinishing Worker	14.90***
99710 - Recycling Laborer	16.21
99711 - Recycling Specialist	18.74
99730 - Refuse Collector	14.98***

99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	11.99***
99830 - Survey Party Chief	24.59
99831 - Surveying Aide	14.60***
99832 - Surveying Technician	23.09
99840 - Vending Machine Attendant	12.76***
99841 - Vending Machine Repairer	15.68***
99842 - Vending Machine Repairer Helper	12.76***

\*\*\*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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials



which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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