



**US Army Corps  
of Engineers ®  
St. Louis District**

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## **MPLD Cylinder Rehab**

St. Louis District Office  
1222 Spruce Street  
St. Louis, MO 63103

**COMBINED SYNOPSIS & SOLICITATION  
W912P923R0043**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," 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.

Solicitation Number: W912P923R0043

This solicitation is issued as a Request for Quotation.

The solicitation document and incorporated provisions and clauses are those in effect through the date of posting.

This solicitation is set-aside for total small businesses associated with North American Industrial Classifications System (NAICS) code 333996, size standard 1,250 employees.

Please provide a completed copy of the provision at 52.212-3, Offeror Representations and Certifications – Commercial Items with your offer.

CAGE Code: \_\_\_\_\_

UEI Code: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Offeror Signature: \_\_\_\_\_

Date of Offer: \_\_\_\_\_

Questions are due by 3:00pm CST, May 17, 2023 at the email listed below.

Submit offer to Logan Kohrmann, Contract Specialist, via email at Logan.R.Kohrmann@usace.army.mil by 3:00pm CST on May 26th, 2023.

Contracting Officer  
Whitney Dee

### **Performance Work Statement**

1. GENERAL. All products and materials must be fabricated domestically in the United States of America, no substitutions. The work provided for herein consists of furnishing all labor, plant, materials, and equipment required to rehabilitate a total of 4 hydraulic cylinders for Mel Price Lock and Dam, as specified herein and shown on the contract drawings. Cylinder removal and installation is to be accomplished by Government personnel. The Contractor will be responsible for transportation of the cylinders to and from the project.
2. CONTRACTING OFFICER. The term "Contracting Officer" shall mean the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term shall include, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of their authority.
3. WARRANTY. Materials and workmanship shall be warranted by the Contractor for a period of two year from date of acceptance by the Government after rehabilitation. All replacement parts required under the warranty provisions shall be furnished by the Contractor at no additional cost to the Government.
4. PAYMENT. Payment for the cylinders rehabilitation will be made at the contract amount for the applicable item shown in Section B, which price and payment shall constitute full compensation for the work specified herein and shown on the contract drawings for each item.
5. TECHNICAL POINT OF CONTACT. For technical inquiries please call:  
Kyla James, E.I.T.  
314-331-8248  
  
Erik Fisko, Facility Maintenance & Safety Specialist  
618-291-6007
6. PLACE OF DELIVERY. The item(s) supplied under this contract shall be delivered F.O.B. Destination to:

U.S. Army Corps of Engineers  
St. Louis District  
Mel Price Lock and Dam  
#1 Lock and Dam Way  
East Alton, IL 62024  
POC: James Adden, Navigation Area Manager, 636-899-1543 Allen  
Barnes, Lock Master , 501-730-3093

Deliveries are accepted Monday – Friday, 0800-1630.

7. PERIOD OF PERFORMANCE. Date of award through 24 March 2025
8. GENERAL SECURITY REQUIRMENTS AND GUIDANCE:

- a) The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

#### 9. ANTITERRORISM/OPERATIONS SECURITY:

- a) Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.
- b) Pre-screen candidates using E-Verify Program: The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two (2) valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than three (3) business days after the initial contract award.
  - a. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

#### 10. SUSTAINABLE OPPORTUNITY:

- a) Bio-based: The United States Department of Agriculture (USDA) designates certain biobased products for federal procurement and specifies minimum biobased content levels for those

products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum biobased content level. Visit the BioPreferred web site <https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum biobased content level requirements.

11. WORK PERFORMANCE REQUIREMENTS: The Contractor will be responsible for transportation of the cylinders to and from the project. The rehabilitation of the cylinders by the Contractor will include but not be limited to the following:

- Replacement of seals, cap screws, bronze rod gland, and holding valve cartridge at a minimum. Cap screws must be torqued down with equipment to reach an accurate torque value.
- A full inspection of all parts and the delivery of an inspection report to be provided within two weeks of pick up. The Government will then make a determination as to what additional repairs are to be made.
- The input port at both the rod end and cap end should be made flat and drilled and tapped for a four bolt flange connection from the hose. This will eliminate the threaded connection that is currently leaking in the field.
- Repaint the cylinder and exposed components.
- The cylinder must be filled with hydraulic fluid prior to delivery on site.
- A technical representative from the factory must be on site to provide guidance during reinstallation of the cylinder into the recess.

The replacement of the hydraulic lines by the Contractor will include the following:

- Remove hosing and stainless steel tubing from the cylinder up to the 90 degree bend of pipe through the lock wall for both the main and auxiliary locks.
- Weld on transition pipe to connect new pipe and tubing.
- Install new stainless steel pipe, four bolt flange connections, hose, and both ball valves at the cylinder (rod end and cap end).
- All new hose installed should be the same length and a spare provided.

12. SUBMITTALS. Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Contractor shall submit pre-construction submittals within 7 days after contract award:

- a. Equipment Manufacturer's And Fabricator's Qualifications
- b. Erecting Engineer Qualifications; G

13. INSPECTION. Upon completion of each cylinder, the contractor and Government shall inspect all work for functionality and operation. The contractor shall be responsible for repair or replacement of all damages or non-functioning components prior to final acceptance and repair or replacement of all damages to the work site resulting from work performed under this contract.

14. Bio-Based

The United States Department of Agriculture (USDA) designates certain biobased products for federal procurement and specifies minimum biobased content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum biobased content level. Visit the BioPreferred web site for the complete list of designated products and the associated minimum biobased content level require

15. DRAWINGS AND SPECIFICATIONS. The following plans and specifications listed herein consists of detailed work performance requirements to include submittals, testing, and inspections requirements:

- A. SECTION B – BID SCHEDULE
- B. SECTION C - REHABILITATION OF HYDRAULIC POWER SYSTEMS
- C. SECTION D - REFERENCE DRAWINGS (Attachment)
- D. SECTION E – HYDRAULIC CYLINDER WORK SCHEDULE

PWS SECTION B  
BID SCHEDULE

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL
0001	Miter Gate Cylinder Rehabilitation	4	EA	_____	_____

Bid Schedule Notes:

- 1. Prices must be on a firm fixed basis.
- 2. Each (EA) price and payments shall constitute full compensation for all costs associated with furnishing all required components of each Bid Item.
- 3. All costs for Bid Items No. 0001 shall include furnishing all plant, labor, material, and equipment and performing all operations required to rehabilitate, assemble, deliver, and test the cylinder assemblies.

PWS SECTION C

SECTION C - REHABILITATION OF HYDRAULIC POWER SYSTEMS

04/14

PART 1 GENERAL

1.1 SUMMARY

The work covered by this section of the specifications consists of detailed requirements for the rehabilitation, fabrication, shop assembly, testing, and delivery of the hydraulic power cylinders and installation of accessories for operation of the culvert valves and miter gates as specified and as shown.

1.2 PRODUCTS INSTALLED BUT NOT SUPPLIED

Pursuant to Contract Clause GOVERNMENT-FURNISHED PROPERTY (SHORT FORM), the Government will furnish to the Contractor the following property to be incorporated in the work. Such property will be furnished at the project site for delivery acceptance: complete hydraulic cylinder assemblies of number identified in the contract line item and

accessories. Verify the quantity and condition of such Government-furnished property when delivered, acknowledge receipt thereof in writing and in case of damage to or shortage of such property, report within 24 hours, in writing, such damage or shortage.

### 1.3 LUMP SUM PRICES

#### 1.3.1 Payment

Payment will be made for costs associated with the hydraulic power system as specified in the bid schedule.

#### 1.3.2 Unit of Measure

Unit of measure: lump sum for quantities shown in bid schedule.

### 1.4 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

ANSI/ASNT CP-189	(2016) ASNT Standard for Qualification and Certification of Nondestructive Testing Personnel (ANSI/ASNT CP-105-2006)
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#### AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M	(2015; Errata 1 2015; Errata 2 2016) Structural Welding Code - Steel
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## ASME INTERNATIONAL (ASME)

ASME B16.11	(2016) Forged Fittings, Socket-Welding and Threaded
ASME B31.1	(2016; Errata 2016) Power Piping
ASME B36.19M	(2004; R 2015) Stainless Steel Pipe
ASME B40.100	(2013) Pressure Gauges and Gauge Attachments
ASME BPVC SEC IX	(2010) BPVC Section IX-Welding and Brazing Qualifications
ASME BPVC SEC VIII D1	(2015) BPVC Section VIII-Rules for Construction of Pressure Vessels Division 1

## ASTM INTERNATIONAL (ASTM)

ASTM A108	(2013) Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
ASTM A181/A181M	(2014) Standard Specification for Carbon Steel Forgings, for General-Purpose Piping
ASTM A182/A182M	(2016a) Standard Specification for Forged or Rolled Alloy-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service
ASTM A193/A193M	(2016) Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service and Other Special Purpose Applications
ASTM A194/A194M	(2017) Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High-Pressure or High-Temperature Service, or Both
ASTM A216/A216M	(2016) Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High-Temperature Service
ASTM A266/A266M	(2013) Standard Specification for Carbon Steel Forgings for Pressure Vessel Components
ASTM A312/A312M	(2017) Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel

## Pipes

ASTM A325	(2014) Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A354	(2017) Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners
ASTM A516/A516M	(2010; R 2015) Standard Specification for Pressure Vessel Plates, Carbon Steel, for Moderate- and Lower-Temperature Service
ASTM A519/A519M	(2017) Standard Specification for Seamless Carbon and Alloy Steel Mechanical Tubing
ASTM A536	(1984; R 2014) Standard Specification for Ductile Iron Castings
ASTM A564/A564M	(2013) Standard Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes
ASTM A574	(2017) Standard Specification for Alloy Steel Socket-Head Cap Screws
ASTM A576	(1990b; R 2012) Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality
ASTM A659/A659M	(2012; R 2017) Standard Specification for Commercial Steel (CS), Sheet and Strip, Carbon (0.16 Maximum to 0.25 Maximum Percent), Hot-Rolled
ASTM A705/A705M	(2013) Standard Specification for Age-Hardening Stainless Steel Forgings
ASTM B505/B505M	(2014) Standard Specification for Copper-Base Alloy Continuous Castings
ASTM B584	(2014) Standard Specification for Copper Alloy Sand Castings for General Applications
ASTM D3951	(2015) Commercial Packaging
ASTM E165/E165M	(2012) Standard Practice for Liquid

Penetrant Examination for General  
Industry

ASTM F844 (2007a; R 2013) Washers, Steel,  
Plain (Flat), Unhardened for  
General Use

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)

ISO 16889 (2008) Hydraulic Fluid Power - Multi-  
Pass Method for Evaluating Filtration  
Performance of a Filter Element

ISO 4021 (1992) Hydraulic Fluid Power -  
Particulate Contamination Analysis -  
Extraction of Fluid Samples from Lines  
of an Operating  
System

ISO 4406 (2017) Hydraulic Fluid Power - Fluids -  
Method for Coding the Level of  
Contamination by Solid Particles

ISO 4407 (2002) Hydraulic Fluid Power - Fluid  
Contamination - Determination of  
Particulate Contamination by the Counting  
Method Using an Optical Microscope

ISO 5598 (2008) Fluid Power Systems and Components  
- Vocabulary

SOCIETY OF AUTOMOTIVE ENGINEERS INTERNATIONAL (SAE)

SAE J514 (2012) Hydraulic Tube Fittings

SAE J517 (2016) Hydraulic Hose

SAE J518-1 (2013) Hydraulic Flanged Tube, Pipe,  
and Hose Connections, 4-Screw Flange  
Connection Part 1: 3.5 MPa to 35 MPa  
(Code  
61)

1.5 SUBMITTALS

Government approval is required for submittals with a "G"  
designation; submittals not having a "G" designation are for  
information only. When used, a designation following the "G"  
designation identifies the office that will review the submittal for  
the Government. Submit the following in accordance with Section 01 33  
00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Equipment Manufacturer's And Fabricator's Qualifications

Erecting Engineer Qualifications; G  
SD-02 Shop Drawings

Schematic Drawings and  
Data; G SD-03 Product Data  
Materials and Mechanical Equipment; G  
Shop Assembly and Testing Procedures;  
G Piping Installation; G  
Cleaning and  
Flushing; G Field  
Test Plan; G  
SD-06 Test Reports

Post-disassembly Inspection Report; G  
Shop Testing Report  
Field Testing Report

SD-10 Operation and Maintenance Data  
Operation and Maintenance

## 1.6 SCHEMATIC DRAWINGS AND DATA

### 1.6.1 Shop Drawings

Include fabrication and shop assembly drawings in the detailed shop drawings. The drawings must show complete details of materials, tolerances, machined surface finishes, connections, and welding details. Detail any component part of fabricated items omitted on the shop drawings. If departures from the contract drawings are deemed necessary by the Contractor, submit details of such departures, including changes in related portions of the project and reasons thereof, with the shop drawings. Provide fabrication and assembly drawings to 1-1/2 inch = 1 foot-0 inch or larger scale.

### 1.6.2 Piping Drawings

Provide piping drawings showing the installed hydraulic lines in schematic format identifying all items of equipment incorporated in the system. Include details of all pipe supports.

### 1.6.3 Shop Assembly Drawings

Provide shop assembly drawings with details for connecting the adjoining fabricated components in the shop to ensure satisfactory field installation.

### 1.6.4 Product Data

Provide product data on the materials, stainless steel piping, hose, and valves. Include catalog cuts and outline dimensions for all valves, valve controls and other accessories.

### 1.6.5 Shop Assembly and Testing Procedures

Provide procedures for shop testing and operating test for all testing outlined in paragraphs SHOP ASSEMBLY AND TESTING and FIELD TESTS AND

INSPECTIONS. Submit data collected during shop testing in a shop testing report. Provide records of all adjustments and final settings for all hydraulic components in the system.

#### 1.6.6 Cleaning and Flushing Procedures and Results

Provide detailed procedure for the cleaning and flushing of hydraulic cylinders and piping as outlined in paragraph CLEANING AND FLUSHING, not less than 10 days before start of operations.

#### 1.6.7 Erecting Engineer Qualifications

Provide a resume for the on-site erecting engineer(s) with details on experience and background in similar installations.

##### 1.6.7.1 Erecting Engineer Services

Provide the services of one or more erecting engineers onsite during the installation and startup of each hydraulic cylinder. The erecting engineer(s) are responsible to technically supervise and provide instruction for the equipment to be installed and operated.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

##### 1.7.1 Packaging

Do not prepare the hydraulic cylinders for shipment until they have been inspected and accepted for shipment at origin by the Contracting Officer, unless inspection has been waived in writing. Ship each hydraulic cylinder completely assembled.

Provide the assembly with adequate protective pads, supports, and blocking and securely restrained to prevent distortion or damage to the painted surfaces in transit. Any loss or damage during shipment, including damage to the painted surfaces, is the Contractor's responsibility; replace or repair without cost to the Government. Pack all accessories and spare parts separately in containers plainly marked "ACCESSORIES ONLY," or "SPARE PARTS ONLY." Place a packing list, listing the contents of each container, in a moisture-proof envelope and securely fasten to the outside of the container. Standard commercial packaging in accordance with ASTM D3951 will be acceptable except where a different method or standard of packaging is specified.

##### 1.7.2 Shipping, Preservation, and Storage

Packing, crating, cradles, etc., necessary to ensure safe shipment are the responsibility of the Contractor and become the property of the Government upon delivery of the equipment. The hydraulic cylinders must be filled with the specified hydraulic fluid. Securely cap remaining ports with blank flanges to prevent the entrance of foreign matter. Prevent damage to the cylinder and piston rod resulting from the rod flexing up and down in the cylinder during transport. Submit a proposal for controlling movement of the piston rod for approval. Adequately protect machined surfaces from corrosion and physical

damage. Protect equipment delivered and placed in storage from the weather, humidity, temperature variation, dirt and dust, or other contaminants.

#### 1.8 WARRANTY

All equipment must be guaranteed for a period of 2 years from the date of acceptance by Government after rehabilitation. Guarantee replacement parts for 2 years from date of replacement. Provide Warranty against defective materials and workmanship. Upon receipt of notice from the Government of failure of any of the parts during the warranty period, provide new replacement parts promptly at no additional cost to the Government.

#### 1.9 QUALITY ASSURANCE

##### 1.9.1 Manufacturer and Assembler

Rehabilitating and assembly of the miter gate and culvert valve hydraulic cylinders shall be performed by a Contractor and fabrication company that has been normally and regularly engaged in assembly, and manufacture of heavy machinery over the preceding 10 years. Submit equipment manufacturer's and fabricator's qualifications

### PART 2 PRODUCTS

#### 2.1 MATERIALS AND MECHANICAL EQUIPMENT

##### 2.1.1 General

Provide materials and mechanical equipment that conform to the requirements indicated or specified, and if not specified, furnish materials and mechanical equipment of the best commercial grade quality suited to the intended use and as approved. Permanently display the manufacturer's name, address, and catalog number on a nameplate securely attached to each major item of equipment.

Submit data specifications and assembly drawings showing sizes, ratings, parts and material lists, overall dimensions, and mounting dimensions with the product data.

##### 2.1.2 Standard Products

Where items are referred to hereinafter as "similar and equal to" a particular manufacturer's product, such references have been made merely as a convenient method of indicating the type of material or equipment required, with no intention of asserting superiority thereof. The standard product of any reputable manufacturer regularly engaged in the commercial production for at least 2 years prior to this solicitation of the type and quality of material or equipment referred to will not be excluded on the basis of minor differences, provided essential requirements of the specifications relative to materials, capacity, and performance are met. Furnish performance capacities and other pertinent information concerning the manufacturer's "equal to" standard products intended for

incorporation in the work. "Equal to" standard products installed or used without such approval are at the risk of subsequent rejection.

### 2.1.3 Hydraulic Cylinders

The outside of the finished cylinder must be turned concentric with the bore, and the interior honed to the dimensions, tolerances, and finish shown. Flanges must be parallel to the cylinder, parallel and perpendicular to the cylinder center line. Tolerances must be as shown. Stress relief heat treat the cylinder after completion of all welding. The assembled cylinder must be of such straightness that the piston and rod move smoothly therein without any indication of binding or tight spots. Surface finishes as indicated.

#### 2.1.3.1 Piston Bronze Overlay

Detailed micrometer measurements shall be taken of cylinder piston prior to repair of bronze overlay. After rebuilding of surface, overlay shall be machined and polished to an 8 micro-inch finish or better.

#### 2.1.3.2 O-Ring Seals

Use O-ring seals of Buna N and designed for 5000 psi service. New urethane backup rings shall be provided for o-rings where originally used.

#### 2.1.3.3 Rod Wiper/Scraper

Provide a high-strength polyurethane scraper ring which will withstand the impact and the abrasion of materials adhering to the piston rod. Split and retain the scrapers with split, bolted retainer to facilitate replacement without removal of the rod end clevis.

#### 2.1.3.4 Piston Rod Seals

Provide low leakage V-ring, nonadjustable gland type piston rod seals, designed for 5000 psi service.

#### 2.1.3.5 Rod Seal Gland and Locking Device Flange

Fabricate the rod seal gland and locking device flange from bronze conforming to ASTM B505/B505M, Alloy No. C95400 or C93200. The ice scraper, attached to the gland, must conform to ASTM B584, Alloy No. C86300.

### 2.1.4 Valves

Valves must have a minimum pressure rating of 3000 psi unless stated otherwise. Where possible, manifold mount valves. Manifold mounted valves must be either cartridge type or subplate mounted. Non manifold mounted valves 1 inch or larger must have socket-welded piping connections. Valves must be specifically designed and rated for hydraulic system applications.

#### 2.1.4.1 Shut-Off Valves

Provide in-line mounted, stainless steel, lever operated, ball type. Shut-off valves for all other lines must be ball type, match the line size, and have a maximum allowable working pressure of 3000 psi. The valve ends must have socket-weld pipe connections and be drilled to receive SAE Code 61 flanges. Provide a removable operating lever for each valve. Valves must be specifically designed and rated for hydraulic system applications. Provide with stainless steel valve trim including handles. The valves must have replaceable seats and be repairable without disturbing the welded connections.

#### 2.1.4.2 Holding Valves

Furnish and install replacement holding valve cartridges into existing holding valves.

#### 2.1.5 Piping

Design piping and hose for a working pressure of 3000 psi. 2-inch diameter pipe is required. Provide external cylinder piping as indicated. Weld pipe as indicated. Provide power piping equal or exceeding the requirements of ASME B31.1, and subsequent addenda unless otherwise specified herein or indicated.

##### 2.1.5.1 Pipe

Use seamless stainless-steel conforming to ASME B36.19M and ASTM A312/A312M, Grade TP304. The piping weight class must be Schedule 80.

##### 2.1.5.2 Pipe Fittings

Use the socket welding type pipe fittings conforming to ASME B16.11 and made of stainless-steel conforming to and ASTM A182/A182M, Grade F304. Provide pressure class 3000 pounds. Conform flanges to ASTM A182/A182M with the grade suitable for the pipe to which attached. Threaded fittings are not allowed.

##### 2.1.5.3 Sleeves and Wall Brackets

Fabricate sleeves and wall brackets of stainless steel as indicated.

##### 2.1.5.4 Unions

Provide four bolt split flanges with Buna N O-rings for the unions.

##### 2.1.5.5 Hose

All flexible hose must have an inside diameter to match the line size to which it is to be connected to, minimum working pressure the hose must be rated not lower than the system operating pressure indicated with a safety factor of 4. Provide hose conforming to SAE J517, 100R13. The hose must be for general industrial use in hydraulic systems with petroleum base hydraulic fluids. The construction must be a synthetic rubber tube with spiral wire reinforcements and a

synthetic rubber cover. Each hose must be of the same length. Each end of the hose must have a straight split stainless steel flange fitting conforming to the requirements of the standard, SAE J518-1, Code 61. Design fittings specifically for use with the hose selected and as recommended by the hose manufacturer. Install the fittings using the internal skive crimp method. Make fittings of Steel, plated to meet an ASTM B117 salt spray test of 500 hours or greater and of the reusable type. Fit the hose with a nylon sleeve to protect and prevent abrasion of the hose cover.

Maintain minimum bending radii. The hoses when installed must appear neat and not kink or have sharp bends and must not rub, bind or ride over one another through the entire motion of the cylinder. Hoses must be tailored fit without excess or rubbing on existing work.

Protect the finished surfaces prior to installation of the flanges.

#### 2.1.6 Bolts, Nuts, and Washers

##### 2.1.6.1 Carbon Steel Bolts and Nuts

Conform to ASTM A354, Grade BC, with ASTM A194/A194M, Grade 2H nuts. Structural bolted connections carrying primary loads must be made with ASTM A325 bolts.

##### 2.1.6.2 Stainless Steel Bolts and Nuts

Conform to ASTM A193/A193M, Grade B8, with ASTM A194/A194M, Grade 8 nuts.

##### 2.1.6.3 Flat Washers

Conform to ASTM F844.

#### 2.1.7 Hydraulic Fluid

The hydraulic fluid to be used during shop testing, to fill the cylinders before shipment, flush the system after installation, and to fill the complete hydraulic system must be Conoco Megaflo AW HVI hydraulic oil an all-weather type hydraulic oil which has a high viscosity index, low pour point, rust and oxidation inhibitors, and antifoam properties. The oil must have an ISO viscosity grade of 46 and a pour point of minus 45 deg F. All hydraulic fluid must be new and clean.

## 2.2 SHOP ASSEMBLY AND TESTING

Completely shop assemble and test each hydraulic power system insofar as is possible using temporary piping and wiring to determine the correctness of fabrication and the matching of component parts to ensure acceptable operation after field erection. Perform shop tests in the presence of a representative of the Contracting Officer, unless otherwise authorized in writing.

### 2.2.1 Cylinder Tests

Fill each cylinder with the specified hydraulic fluid, taking care to

exclude all air. Then, hydrostatically test each cylinder at 5,000 psi for a minimum of 4 hours. With the rod and piston fully retracted, and the pressure applied to the lower side of the piston, observe the upper end for leakage past the piston. With the rod and piston fully extended, and the pressure applied to the upper side of the piston, observe any leakage past the piston. Any leakage past the seals is cause for rejection. Extend the cylinder rod and piston and observe for smooth, even travel. Any operational problems or source of leakage to the outside of the cylinder is cause for rejection.

2.3 MANUFACTURER PREPARATION BEFORE SHIPMENT

2.3.1 Flushing Hydraulic Cylinders

Clean, flush and fill hydraulic cylinders with new oil before they leave the manufacturing facility.

2.4 PAINTING

Remove existing coating before painting. Shop prime and coat all exposed exterior surfaces of assemblies and equipment except stainless steel, synthetic rubber, and plastic. Insofar as is practicable, apply the complete coating system to individual components and items before assembly to ensure complete coverage and maximum protection against corrosion.

Paint shop assembled equipment prior to any storage or shipment. Do not paint aluminum, stainless steel or non-ferrous surfaces, except as approved by the Contracting Officer. Paint equipment with system of zinc rich primer, epoxy base coat, and urethane top coat for a completed system dry film thickness of not less than 8 mils, subject to approval by the Contracting Officer. Repair chips, scratches, and other damage to shop-applied painted surfaces in the field.

2.5 SPECIAL TOOLS

Provide all special tools necessary for the proper rehabilitation, operation, maintenance, assembly and disassembly of the machinery in a location and in a manner as directed by the Contracting Officer. Special tools include those indicated and the following:

Tuxco Hydraulic Cylinder Servicer	Note: Provides safety in the cylinder disassembly and reassembly
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2.6 SPARE PARTS

Furnish the following spare parts with the hydraulic system. Also provide any additional spare parts recommended by the manufacturers and not otherwise included in the listing.

2" Hydraulic Hose (2 sets)	Note: All hydraulic hose shall be of the same length
Holding Valve Cartridge (qty 1)	

### PART 3 EXECUTION

#### 3.1 EXAMINATION

After visiting the site and becoming thoroughly familiar with all details of the work and working conditions, verify dimensions in the field, and then advise the Contracting Officer of any discrepancies prior to performing any work. The Contractor is specifically responsible for the coordination and proper relation of the contracted work to the structure and work of all trades.

#### 3.2 CYLINDER REHABILITATION

##### 3.2.1 Disassembly and Inspection

Completely disassemble the cylinder and inspect all parts for wear and mechanical damage in excess of industry recommended tolerances. Notify the Contracting Officer when the cylinder disassembly is completed, and all measurements and evaluations are complete. Provide an post-disassembly inspection report containing a list of recommended repairs to the cylinder in addition to those specified herein. The Contracting Officer shall have 14 days to inspect the disassembled cylinder and discuss with the Contractor the recommendations. Any repair work in addition to that specified herein, shall be performed as a modification to this contract, which will be negotiated after the recommendation of repairs report is reviewed by the Government. Visually inspect the piston and piston rod for any pitting, gouging, or other physical damage and cracks and document in inspection report.

##### 3.2.2 Cylinder Tubes

Hone the bore to a surface finish compatible with the seals being used so as to result in zero leakage past the seals.

##### 3.2.3 Parts for Replacement

Replace at a minimum, all bearings, bushings, and seals. Packing, gaskets, and seals shall be replaced with equivalent components to provide zero leakage. Bronze rod support bearing shall be replaced with SAE 660 bronze.

##### 3.2.4 Fastener Replacement

All end cap bolting shall be replaced with hex head cap screws and nuts conforming to ASTM A490 Type 1 coated in Dacromet or similar for corrosion protection.

### 3.2.5 Cylinder Pressure Connections

Threaded hydraulic supply pressure connections shall be replaced with SAE Code 61 flanges. Cylinder body shall be machined flat and drilled and tapped for four bolt connection.

### 3.3 INSTALLATION

Installation of the cylinders to be by others. The Contractor's Erecting Engineer must be on site during all installation procedures.

### 3.4 POWER PIPING

The general arrangement of the hydraulic piping is as indicated. Arrange the piping such as to raise and lower the culvert valves, and to close and open the culvert valves or miter gates, when the valve spools are positioned as indicated.

#### 3.4.1 Piping Installation

Install the system complete including all necessary valves, fittings and pipe accessories. All joints must be tight and successfully pass the test hereinafter specified. Submit details of pipe supports and anchors not indicated. Adequately support all lines at intervals not greater than 10 feet or as otherwise indicated. Install hangers and supports using machine bolts and masonry anchors caulked in drilled holes in the masonry or by using machine bolts and expansion shields. Ream and remove burrs from all cut ends of pipe. Remove metal particles from the reaming operations and thoroughly clean ends of pipe before proceeding with the work. Tightly plug all piping at all times except when work is being performed on a pipe. Clean the pipe sleeves, recesses and trenches of all debris and thoroughly wash with a high pressure stream of water before any piping is installed. Drilling, chipping or grinding of concrete in close proximity of any piping being installed is not permitted. Repeat washing out of the sleeves, recesses and trenches from time to time as necessary. Store valves in a clean, dry place and protect against moisture. Mitering of joints for elbows and notching of straight runs of pipe for tees is not permitted.

### 3.5 CLEANING AND FLUSHING

During demolition and assembly, securely cover all openings to avoid the entrance of abrasives, dirt, metal chips, and other foreign materials into the hydraulic system through open ends of piping, tubing, and ports of the components. Submit a detailed cleaning and flushing the system procedure not less than 10 days before start of cleaning operations. Use the same hydraulic fluid for flushing as approved for final filling. Include a detailed description of the equipment, materials, hydraulic fluid, temperatures, and duration of each phase of the flushing in the procedures. When flushing is completed, fill with the specified hydraulic fluid.

#### 3.5.1 Flushing Piping

Flush all hydraulic piping before installation of the hydraulic power

unit, cylinders, and manifolds. Circulate hydraulic fluid through each and every pipe unit until returning oil meets the requirement for system cleanliness. Sequence flushing so that all piping is flushed in both directions. Provide means to verify the flow during the flushing operation.

### 3.6 FILLING AND BLEEDING THE SYSTEM

With all hydraulic equipment installed and all cleaning and flushing complete filling of the system may begin. Take care to expel as much air as possible from the piping and cylinders during the initial filling.

Utilize piping vents and drains as much as possible to expel air from the system. Each power circuit pipe for the culvert valves and miter gates must have this procedure performed to fill the respective piping. Actuate cylinders by shifting spool on the four-way valve back and forth and bleeding air from ports provided on cylinders. Continue procedure for all hydraulic power units until all cylinders have been bled. After all the cylinders for the machinery have been filled and bled of air, fill the hydraulic power unit tanks with oil. The oil level with the miter gate closed and all culvert valves closed must be above the "low level"

shut-off. The system, once filled, must be bled of air, operated, and periodically bled during the first week of operation to remove any air entrained in the system.

### 3.7 ERECTION ENGINEER

Obtain the services of an experienced erection engineer who is regularly employed by the hydraulic cylinder/power unit manufacturer to supervise the installation, start-up, adjustment and operation, and testing of the equipment provided. The erection engineer must furnish a signed statement stating that the final installation and start-up of the hydraulic power system has been inspected, witnessed, and complies fully with the manufacturer's warranty requirements. Following completion of the work the erecting engineer must instruct representatives of the Government in the operation and maintenance of the system. These field instructions must cover all items contained in the bound instructions. Do not conduct instruction until Operation and Maintenance Manuals are approved.

### 3.8 FIELD TESTS AND INSPECTIONS

#### 3.8.1 Field Test Plan

Submit procedures for field testing and proposed testing program, at least four weeks prior to the first scheduled test, to ensure agreement as to personnel required and scope of the testing program and submit the field test report template. Notify the Contracting Officer at least two weeks before any field testing is to be conducted. Conduct testing in the presence of the Contracting Officer unless waived in writing. Conduct testing under the direction of the erection engineer or manufacturer's representative. Submit data collected during field testing in a field-testing report.

#### 3.8.2 Pipe Pressure Test

Subject pressure piping and tank line piping to a test pressure of 3000 psi for pressure piping. Subject the head end of the cylinder and manifold

to a test pressure of 3000 psi. Maintain the test pressure for 12 hours. Isolate or remove any equipment that might be damaged by this pressure to prevent damage. Make tests using the hydraulic oil specified. Under these tests there must be no leakage in the system. Carefully examine welded, flanged, flared, and threaded connections and wipe for leakage, also inspect lines for evidence of deflection caused by inadequate anchorage. No leakage or deflection is allowed. During the tests, take care to avoid subjecting equipment to pressure in excess of their capacities. Correct any defects or damage to any part of the hydraulic system and conduct retest.

### 3.8.3 Final Acceptance Tests

In preparation for the final acceptance tests, and after completion of the installation and proof tests, operate the hydraulic power system to prove acceptability. Conduct preliminary tests at minimum pressures and velocities until initial adjustments have been proven safe for normal operation. Details of all operations must be constantly monitored for signs of impending trouble and corrections must be made as necessary to prevent damage to the equipment. At such time as the Contracting Officer may direct, conduct the following complete acceptance tests on the hydraulic power system for approval. Any deficiency or maladjustment disclosed by the tests must be corrected immediately and the test repeated until satisfactory results are obtained. No subsequent tests will be permitted until all preceding tests have been completed satisfactorily.

Upon completion of the final acceptance tests, furnish a written statement that the hydraulic power system has been field tested and meets all operational requirements.

#### 3.8.3.1 Initial Start-Up

Inspect the hydraulic reservoir to ensure that the fluid is at the proper level. Test start the hydraulic pumps using the controls at the control console. Inspect the pump for proper operation and discharge pressure.

#### 3.8.3.2 Combined System Tests

After final assembly and installation of the machinery, operate each assembly of operating machinery individually as nearly as practicable under its normal operating conditions for a minimum of 3 open/close cycles; and demonstrate that each assembly is in proper working order and free from defects of materials, workmanship or alignment. During each test operation, inspect the hydraulic lines and components for evidence of leakage. Read and record the pressure in the supply and return lines for each direction of operation. Inspect response of components to operation of applicable controls to confirm that all connections have been made properly.

#### 3.8.3.3 Test Reports

Prepare and complete test reports showing in detail the results of the shop and field test. Test reports include a detailed tabulation showing values of pressures, flow rates, and all adjustments recorded during the final tests, and adjustment and calibration of the entire system. During each test run, record the following data and observations:

- a. Control operation
- b. Voltages
- c. Currents
- d. Pressures
- e. Speeds and times
- f. Flow control valve settings
- g. Alignment and operating clearances
- h. Excessive vibration
- i. Pertinent observations regarding such events as unusual sounds, malfunctions or difficulties encountered, and adjustments required.

### 3.9 OPERATION AND MAINTENANCE

Submit Operation and Maintenance manuals for all valves and custom fabrications furnished for this project. Furnish 3 complete sets of instructions containing the manufacturer's operation and maintenance instructions for the cylinder to the Contracting Officer. Furnish one complete set prior to field testing and furnish the remaining sets before the contract is completed. The instruction sheets must be approximately 8 1/2 by 11 inches, with large sheets of drawings folded in.

-- End of Section --

### PWS SECTION E HYDRAULIC CYLINDER WORK SCHEDULE

Activity	Start Date	End Date
PICK UP Cylinder #1	16-Oct-23	17-Oct-23
TEAR DOWN CYLINDER	18-Oct-23	23-Oct-23
ROD TO CHROME	24-Oct-23	15-Nov-23
BARREL TO HONE	24-Oct-23	15-Nov-23
CLEAN RESERVOIR	31-Oct-23	6-Oct-23
GRP (Sub) PIT PIPING	7-Nov-23	19-Nov-23
MEASURE FOR H PIPE AND I PIPE	14-Nov-23	19-Nov-23

ICK UP BARRELS	21-Nov-23	27-Nov-23
INSTALL H PIPE AND I PIPE	21-Nov-23	27-Nov-23
PICK UP ROD	21-Nov-23	27-Nov-23
FLUSH PIPES AND INSTALL FILTERS	28-Nov-23	4-Dec-23
ASSEMBLE CYLINDER	28-Nov-23	4-Dec-23
CYLINDER TO BLASTCO (Sub) FOR PAINTING	19-Dec-23	15-Jan-24
PICK UP CYLINDER AND DELIVER TO MPLD	16-Jan-24	22-Jan-24
INSTALL CYLINDER #1	23-Jan-24	29-Jan-24

Remaining Cylinders

Activity	Start Date	End Date
CYLINDER MITER GATE #2	26-Mar-23	17-Jun-24
CYLINDER MITER GATE #3	15-Jul-24	4-Nov-24
CYLINDER MITER GATE #4	2-Dec-24	24-Mar-25

Sixteen (16) weeks per cylinder. Four (4) weeks between each cylinder.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MPLD Cylinder Rehab FFP FOB: Destination	4	Each		

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NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 16-SEP-2023 TO 24-MAR-2025	N/A	MELVIN PRICE LOCKS AND DAM JUSTIN ELMORE #1 LOCK AND DAM WAY EAST ALTON IL 62024-2406 (636) 899-2600 X 0091 FOB: Destination	966473

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
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
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.245-1	Government Property	SEP 2021
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
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
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 2023
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
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 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	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.247-7023	Transportation of Supplies by Sea	JAN 2023

#### 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)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is 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.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
  - (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
  - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
  - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.
- (k) Reserved.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (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:

## Price Only

(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 (DEVIATION 2023-O0002) (DEC 2022) ALTERNATE I (OCT 2014)

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 -

- (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 \$850,000 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: \_\_\_\_ .]

Note to paragraphs (c)(8) and (9):

Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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.

(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.

(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 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, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
  - (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
  - (iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
  - (iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
___
___
___

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
---	---
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---	---

[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)
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---	---	---
---	---	---

[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.
---
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—
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[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American - Free Trade Agreements - Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act”:

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—

—	—
---	---

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

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

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

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

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

(2) [  ] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 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 email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

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

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

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

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

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

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

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

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

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

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

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

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

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]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

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

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

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

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

- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- X (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- \_\_\_ (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 (MAR 2023) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (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).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 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.)

X (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.)

X (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 (JUN 2014) of 52.223-14.

X (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 (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

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

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

\_\_\_\_ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (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 (NOV 2007) (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 (OCT 2018) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

\_\_\_\_\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

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

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

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

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

\_\_\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

\_\_\_\_\_ (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 2016) (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.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_ (B) Alternate I (March 2, 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) (E.O. 13658).
- (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

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

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

(End of clause)

#### 52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-- REPRESENTATION (DEC 2016)

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

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

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

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

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

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

\_\_\_\_ .

(End of provision)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

-----

Contract line, subline, or exhibit

line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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 financing, submit a commercial financing request.

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

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) 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	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

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(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

#### 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

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

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

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

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

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

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

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

- (ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;
  - (iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
  - (iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.
- (4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."
- (5) Serviceable or usable property means property with potential for reutilization or sale "as is" or with minor repairs or alterations.
- (b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmamil/WBT/PCARSS/>.
- (1) The SF 1428 shall contain the following:
- (i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.
  - (ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
  - (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.
  - (iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dlamil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.
- (2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.
- (c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--
- (1) Forwarded to the Contracting Officer;
  - (2) Credited to the Government as part of the settlement agreement;
  - (3) Credited to the price or cost of the contract; or
  - (4) Applied as otherwise directed by the Contracting Officer.
- (d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to

demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

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

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

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

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

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

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

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

(i) Sale of surplus Contractor inventory.

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

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

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

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

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

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

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

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

- (3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.
- (4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.
- (5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.
- (6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.
- (7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.
- (8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.
- (9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:
- (i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
  - (ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.
    - (A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
    - (B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.
    - (C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.
  - (iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--
    - (A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;
    - (B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

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

(End of clause)

WAGE DETERMINATIONS

"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.: 2015-5075
Daniel W. Simms	Division of	Revision No.: 23
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

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

If the contract is entered into on or  after January 30, 2022, or the  contract is renewed or extended (e.g.,  an option is exercised) on or after  January 30, 2022:   		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).

States: Illinois, Missouri

Area: Illinois Counties of Bond, Calhoun, Clinton, Jersey, Madison, Monroe, St Clair  
Missouri Counties of Franklin, Jefferson, Lincoln, St Charles, St Louis, St Louis City, Warren

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.27
01012 - Accounting Clerk II		19.40
01013 - Accounting Clerk III		21.69
01020 - Administrative Assistant		29.02
01035 - Court Reporter		30.70
01041 - Customer Service Representative I		14.53***
01042 - Customer Service Representative II		15.90***
01043 - Customer Service Representative III		17.79
01051 - Data Entry Operator I		14.95***
01052 - Data Entry Operator II		16.31
01060 - Dispatcher, Motor Vehicle		22.47
01070 - Document Preparation Clerk		16.85
01090 - Duplicating Machine Operator		16.85
01111 - General Clerk I		14.51***
01112 - General Clerk II		15.83***
01113 - General Clerk III		17.77
01120 - Housing Referral Assistant		22.10
01141 - Messenger Courier		14.29***
01191 - Order Clerk I		16.37
01192 - Order Clerk II		17.86
01261 - Personnel Assistant (Employment) I		17.81
01262 - Personnel Assistant (Employment) II		19.92
01263 - Personnel Assistant (Employment) III		22.21
01270 - Production Control Clerk		25.31
01290 - Rental Clerk		16.06***
01300 - Scheduler, Maintenance		17.71
01311 - Secretary I		17.71
01312 - Secretary II		19.82
01313 - Secretary III		22.10
01320 - Service Order Dispatcher		20.10
01410 - Supply Technician		29.02
01420 - Survey Worker		19.05
01460 - Switchboard Operator/Receptionist		15.10***
01531 - Travel Clerk I		17.41
01532 - Travel Clerk II		18.76
01533 - Travel Clerk III		20.01
01611 - Word Processor I		15.93***
01612 - Word Processor II		17.88
01613 - Word Processor III		20.14
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.26
05010 - Automotive Electrician		22.70
05040 - Automotive Glass Installer		21.62
05070 - Automotive Worker		21.62
05110 - Mobile Equipment Servicer		18.65
05130 - Motor Equipment Metal Mechanic		23.70
05160 - Motor Equipment Metal Worker		21.62
05190 - Motor Vehicle Mechanic		23.70
05220 - Motor Vehicle Mechanic Helper		17.01
05250 - Motor Vehicle Upholstery Worker		20.14
05280 - Motor Vehicle Wrecker		21.62
05310 - Painter, Automotive		22.70
05340 - Radiator Repair Specialist		21.62
05370 - Tire Repairer		17.55
05400 - Transmission Repair Specialist		23.70
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.78***
07041 - Cook I		13.24***
07042 - Cook II		15.35***

07070 - Dishwasher	11.59***
07130 - Food Service Worker	11.83***
07210 - Meat Cutter	17.31
07260 - Waiter/Waitress	10.86***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.94
09040 - Furniture Handler	14.00***
09080 - Furniture Refinisher	20.56
09090 - Furniture Refinisher Helper	16.55
09110 - Furniture Repairer, Minor	18.84
09130 - Upholsterer	22.61
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.41***
11060 - Elevator Operator	14.05***
11090 - Gardener	22.05
11122 - Housekeeping Aide	14.05***
11150 - Janitor	14.05***
11210 - Laborer, Grounds Maintenance	16.21
11240 - Maid or Houseman	12.39***
11260 - Pruner	14.25***
11270 - Tractor Operator	20.10
11330 - Trail Maintenance Worker	16.21
11360 - Window Cleaner	15.99***
12000 - Health Occupations	
12010 - Ambulance Driver	20.10
12011 - Breath Alcohol Technician	20.70
12012 - Certified Occupational Therapist Assistant	29.02
12015 - Certified Physical Therapist Assistant	27.97
12020 - Dental Assistant	19.43
12025 - Dental Hygienist	36.06
12030 - EKG Technician	27.69
12035 - Electroneurodiagnostic Technologist	27.69
12040 - Emergency Medical Technician	20.10
12071 - Licensed Practical Nurse I	18.51
12072 - Licensed Practical Nurse II	20.70
12073 - Licensed Practical Nurse III	23.08
12100 - Medical Assistant	17.49
12130 - Medical Laboratory Technician	23.39
12160 - Medical Record Clerk	20.07
12190 - Medical Record Technician	22.45
12195 - Medical Transcriptionist	19.95
12210 - Nuclear Medicine Technologist	37.24
12221 - Nursing Assistant I	11.55***
12222 - Nursing Assistant II	12.99***
12223 - Nursing Assistant III	14.17***
12224 - Nursing Assistant IV	15.90***
12235 - Optical Dispenser	16.42
12236 - Optical Technician	17.59
12250 - Pharmacy Technician	17.41
12280 - Phlebotomist	17.82
12305 - Radiologic Technologist	28.52
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	30.84
12313 - Registered Nurse II, Specialist	30.84
12314 - Registered Nurse III	37.31
12315 - Registered Nurse III, Anesthetist	37.31
12316 - Registered Nurse IV	44.73
12317 - Scheduler (Drug and Alcohol Testing)	25.65
12320 - Substance Abuse Treatment Counselor	22.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.90
13012 - Exhibits Specialist II	27.12

13013 - Exhibits Specialist III	33.18
13041 - Illustrator I	21.08
13042 - Illustrator II	26.12
13043 - Illustrator III	31.95
13047 - Librarian	30.04
13050 - Library Aide/Clerk	13.57***
13054 - Library Information Technology Systems Administrator	27.12
13058 - Library Technician	18.87
13061 - Media Specialist I	19.58
13062 - Media Specialist II	21.90
13063 - Media Specialist III	24.40
13071 - Photographer I	17.61
13072 - Photographer II	19.70
13073 - Photographer III	24.41
13074 - Photographer IV	29.86
13075 - Photographer V	36.12
13090 - Technical Order Library Clerk	17.24
13110 - Video Teleconference Technician	24.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.81
14042 - Computer Operator II	21.03
14043 - Computer Operator III	23.44
14044 - Computer Operator IV	26.05
14045 - Computer Operator V	28.85
14071 - Computer Programmer I	(see 1) 24.21
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	19.28
14160 - Personal Computer Support Technician	26.72
14170 - System Support Specialist	31.59
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.92
15020 - Aircrew Training Devices Instructor (Rated)	42.25
15030 - Air Crew Training Devices Instructor (Pilot)	50.64
15050 - Computer Based Training Specialist / Instructor	34.92
15060 - Educational Technologist	33.72
15070 - Flight Instructor (Pilot)	50.64
15080 - Graphic Artist	26.06
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.66
15086 - Maintenance Test Pilot, Rotary Wing	45.66
15088 - Non-Maintenance Test/Co-Pilot	45.66
15090 - Technical Instructor	25.46
15095 - Technical Instructor/Course Developer	31.15
15110 - Test Proctor	20.56
15120 - Tutor	20.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.23***
16030 - Counter Attendant	13.23***
16040 - Dry Cleaner	15.11***
16070 - Finisher, Flatwork, Machine	13.23***
16090 - Presser, Hand	13.23***
16110 - Presser, Machine, Drycleaning	13.23***
16130 - Presser, Machine, Shirts	13.23***
16160 - Presser, Machine, Wearing Apparel, Laundry	13.23***
16190 - Sewing Machine Operator	15.74***
16220 - Tailor	16.37
16250 - Washer, Machine	13.86***

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.27
19040 - Tool And Die Maker	30.63
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.05
21030 - Material Coordinator	25.31
21040 - Material Expediter	25.31
21050 - Material Handling Laborer	19.18
21071 - Order Filler	14.52***
21080 - Production Line Worker (Food Processing)	21.05
21110 - Shipping Packer	17.28
21130 - Shipping/Receiving Clerk	17.28
21140 - Store Worker I	13.63***
21150 - Stock Clerk	20.15
21210 - Tools And Parts Attendant	21.05
21410 - Warehouse Specialist	21.05
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	37.99
23019 - Aircraft Logs and Records Technician	31.11
23021 - Aircraft Mechanic I	36.59
23022 - Aircraft Mechanic II	37.99
23023 - Aircraft Mechanic III	39.44
23040 - Aircraft Mechanic Helper	26.26
23050 - Aircraft, Painter	35.06
23060 - Aircraft Servicer	31.11
23070 - Aircraft Survival Flight Equipment Technician	35.06
23080 - Aircraft Worker	33.39
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.39
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.59
23110 - Appliance Mechanic	25.07
23120 - Bicycle Repairer	24.57
23125 - Cable Splicer	43.13
23130 - Carpenter, Maintenance	31.16
23140 - Carpet Layer	31.92
23160 - Electrician, Maintenance	35.94
23181 - Electronics Technician Maintenance I	30.60
23182 - Electronics Technician Maintenance II	32.13
23183 - Electronics Technician Maintenance III	33.54
23260 - Fabric Worker	26.79
23290 - Fire Alarm System Mechanic	31.65
23310 - Fire Extinguisher Repairer	24.57
23311 - Fuel Distribution System Mechanic	36.33
23312 - Fuel Distribution System Operator	28.84
23370 - General Maintenance Worker	22.43
23380 - Ground Support Equipment Mechanic	36.59
23381 - Ground Support Equipment Servicer	31.11
23382 - Ground Support Equipment Worker	33.39
23391 - Gunsmith I	24.57
23392 - Gunsmith II	28.48
23393 - Gunsmith III	31.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.15
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.15
23430 - Heavy Equipment Mechanic	29.42
23440 - Heavy Equipment Operator	36.50
23460 - Instrument Mechanic	31.22
23465 - Laboratory/Shelter Mechanic	29.91
23470 - Laborer	17.17
23510 - Locksmith	22.23

23530 - Machinery Maintenance Mechanic	29.33
23550 - Machinist, Maintenance	24.17
23580 - Maintenance Trades Helper	18.37
23591 - Metrology Technician I	31.22
23592 - Metrology Technician II	32.41
23593 - Metrology Technician III	33.65
23640 - Millwright	35.88
23710 - Office Appliance Repairer	22.23
23760 - Painter, Maintenance	32.82
23790 - Pipefitter, Maintenance	39.52
23810 - Plumber, Maintenance	37.86
23820 - Pneudraulic Systems Mechanic	31.22
23850 - Rigger	31.22
23870 - Scale Mechanic	28.48
23890 - Sheet-Metal Worker, Maintenance	36.50
23910 - Small Engine Mechanic	21.36
23931 - Telecommunications Mechanic I	29.85
23932 - Telecommunications Mechanic II	30.99
23950 - Telephone Lineman	33.65
23960 - Welder, Combination, Maintenance	23.21
23965 - Well Driller	28.18
23970 - Woodcraft Worker	31.22
23980 - Woodworker	24.57
24000 - Personal Needs Occupations	
24550 - Case Manager	16.44
24570 - Child Care Attendant	12.66***
24580 - Child Care Center Clerk	15.79***
24610 - Chore Aide	11.65***
24620 - Family Readiness And Support Services Coordinator	16.44
24630 - Homemaker	16.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	36.97
25040 - Sewage Plant Operator	28.50
25070 - Stationary Engineer	36.97
25190 - Ventilation Equipment Tender	26.53
25210 - Water Treatment Plant Operator	28.50
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.29
27007 - Baggage Inspector	15.38***
27008 - Corrections Officer	21.31
27010 - Court Security Officer	25.27
27030 - Detection Dog Handler	18.05
27040 - Detention Officer	21.31
27070 - Firefighter	30.14
27101 - Guard I	15.38***
27102 - Guard II	18.05
27131 - Police Officer I	28.32
27132 - Police Officer II	31.48
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.55***
28042 - Carnival Equipment Repairer	17.06
28043 - Carnival Worker	11.02***
28210 - Gate Attendant/Gate Tender	15.04***
28310 - Lifeguard	11.59***
28350 - Park Attendant (Aide)	16.81
28510 - Recreation Aide/Health Facility Attendant	12.27***
28515 - Recreation Specialist	20.82
28630 - Sports Official	13.39***
28690 - Swimming Pool Operator	19.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.87

29020 - Hatch Tender	29.87
29030 - Line Handler	29.87
29041 - Stevedore I	27.82
29042 - Stevedore II	31.36
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.02
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.91
30021 - Archeological Technician I	19.58
30022 - Archeological Technician II	21.90
30023 - Archeological Technician III	27.12
30030 - Cartographic Technician	27.52
30040 - Civil Engineering Technician	25.30
30051 - Cryogenic Technician I	30.04
30052 - Cryogenic Technician II	33.18
30061 - Drafter/CAD Operator I	19.58
30062 - Drafter/CAD Operator II	21.90
30063 - Drafter/CAD Operator III	24.40
30064 - Drafter/CAD Operator IV	30.04
30081 - Engineering Technician I	17.67
30082 - Engineering Technician II	19.83
30083 - Engineering Technician III	22.18
30084 - Engineering Technician IV	27.48
30085 - Engineering Technician V	33.62
30086 - Engineering Technician VI	40.68
30090 - Environmental Technician	24.27
30095 - Evidence Control Specialist	27.12
30210 - Laboratory Technician	25.41
30221 - Latent Fingerprint Technician I	26.96
30222 - Latent Fingerprint Technician II	29.78
30240 - Mathematical Technician	29.50
30361 - Paralegal/Legal Assistant I	20.04
30362 - Paralegal/Legal Assistant II	24.86
30363 - Paralegal/Legal Assistant III	30.37
30364 - Paralegal/Legal Assistant IV	36.75
30375 - Petroleum Supply Specialist	33.18
30390 - Photo-Optics Technician	27.12
30395 - Radiation Control Technician	33.18
30461 - Technical Writer I	25.36
30462 - Technical Writer II	31.03
30463 - Technical Writer III	37.53
30491 - Unexploded Ordnance (UXO) Technician I	26.71
30492 - Unexploded Ordnance (UXO) Technician II	32.31
30493 - Unexploded Ordnance (UXO) Technician III	38.73
30494 - Unexploded (UXO) Safety Escort	26.71
30495 - Unexploded (UXO) Sweep Personnel	26.71
30501 - Weather Forecaster I	30.04
30502 - Weather Forecaster II	36.55
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.40
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.31
31020 - Bus Aide	14.93***
31030 - Bus Driver	21.94
31043 - Driver Courier	18.86
31260 - Parking and Lot Attendant	11.08***
31290 - Shuttle Bus Driver	18.63
31310 - Taxi Driver	14.25***
31361 - Truckdriver, Light	20.69
31362 - Truckdriver, Medium	22.35
31363 - Truckdriver, Heavy	24.12

31364 - Truckdriver, Tractor-Trailer	24.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.75***
99030 - Cashier	12.32***
99050 - Desk Clerk	12.25***
99095 - Embalmer	32.89
99130 - Flight Follower	26.71
99251 - Laboratory Animal Caretaker I	15.57***
99252 - Laboratory Animal Caretaker II	17.06
99260 - Marketing Analyst	31.18
99310 - Mortician	30.54
99410 - Pest Controller	17.61
99510 - Photofinishing Worker	17.29
99710 - Recycling Laborer	21.36
99711 - Recycling Specialist	26.49
99730 - Refuse Collector	18.77
99810 - Sales Clerk	13.57***
99820 - School Crossing Guard	15.75***
99830 - Survey Party Chief	30.15
99831 - Surveying Aide	20.01
99832 - Surveying Technician	27.42
99840 - Vending Machine Attendant	15.01***
99841 - Vending Machine Repairer	19.09
99842 - Vending Machine Repairer Helper	15.01***

\*\*\*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 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

