

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE OF 1 10	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 75H70623Q00003		6. SOLICITATION ISSUE DATE 10/20/2022
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME URSULA MASLONKA		b. TELEPHONE NUMBER (No collect calls) 605-226-7274		8. OFFER DUE DATE/LOCAL TIME 11/04/2022 1200 CT	
9. ISSUED BY  Aberdeen Area Indian Health Servic Federal Building 115 Fourth Ave, SE Aberdeen SD 57401			CODE 159	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR:  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 562111 SIZE STANDARD: \$41.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  IHS Pine Ridge 607 Indian Health Road E. Hwy 18 Pine Ridge SD 57770			CODE IHSPINERIDGE	16. ADMINISTERED BY  Aberdeen Area Indian Health Servic Federal Building 115 Fourth Ave, SE Aberdeen SD 57401			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Base Year Pine Ridge Hospital 30 CY Dumpster x 2			52	WK		
2	Base Year Pine Ridge Hospital - Housing (92) 2 CY Tote x 92			52	WK		
3	Base Year Pine Ridge IHS PHN Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			52	WK		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLE R. LEREW		31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2 CY Tote x 1				
4	Base Year Pine Ridge IHS Security 2 CY Tote x 1	52	WK		
5	Base Year Pine Ridge IHS 19 Unit Apartment 10 CY Dumpster	52	WK		
6	Base Year Kyle IHS Health Center 6 CY Container x 4	52	WK		
7	Base Year Kyle IHS Housing (24) 2 CY Tote x 24	52	WK		
8	Base Year Kyle IHS Wellness Center 2 CY Tote x 1	52	WK		
9	Base Year Kyle IHS Four Directions Clinic 2 CY Tote x 1	52	WK		
10	Base Year Kyle IHS Administration Building 2 CY Tote x 1 Continued ...	52	WK		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

## CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
11	Base Year Wanblee IHS Health Center Dumpster TBD	52	WK		
12	Base Year Wanblee IHS Housing (5) 2 CY Tote x 5	52	WK		
13	Base Year Wanblee IHS Trailer House 2 CY Tote x 1	52	WK		
14	Base Year LaCreek District IHS Clinic 2 CY Tote x 1	52	WK		
15	OY1 Pine Ridge Hospital 30 CY Dumpster x 2 (Option Line Item) 0 Days After Award	52	WK		
16	OY1 Pine Ridge Hospital - Housing (92) 2 CY Tote x 92 (Option Line Item)	52	WK		
17	OY1 Pine Ridge IHS PHN 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
18	OY1 Pine Ridge IHS Security 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
19	OY1 Pine Ridge IHS 19 Unit Apartment 10 CY Dumpster (Option Line Item) 0 Days After Award	52	WK		
	Continued ...				

# CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
20	OY1 Kyle IHS Health Center 6 CY Container x 4 (Option Line Item) 0 Days After Award	52	WK		
22	OY1 Kyle IHS Housing (24) 2 CY Tote x 24 (Option Line Item) 0 Days After Award	52	WK		
23	OY1 Kyle IHS Wellness Center 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
24	OY1 Kyle IHS Four Directions Clinic 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
25	OY1 Kyle IHS Administration Building 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
26	OY1 Wanblee IHS Health Center Dumpster TBD (Option Line Item) 0 Days After Award	52	WK		
27	OY1 Wanblee IHS Housing (5) 2 CY Tote x 5 (Option Line Item) 0 Days After Award	52	WK		
28	OY1 Wanblee IHS Trailer House 2 CY Tote x 1 (Option Line Item) 0 Days After Award  Continued ...	52	WK		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
29	OY1 LaCreek District IHS Clinic 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
30	OY2 Pine Ridge Hospital 30 CY Dumpster x 2 (Option Line Item) 0 Days After Award	52	WK		
31	OY2 Pine Ridge Hospital - Housing (92) 2 CY Tote x 92 (Option Line Item) 0 Days After Award	52	WK		
32	OY2 Pine Ridge IHS PHN 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
33	OY2 Pine Ridge IHS Security 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
34	OY2 Pine Ridge IHS 19 Unit Apartment 10 CY Dumpster (Option Line Item) 0 Days After Award	52	WK		
35	OY2 Kyle IHS Health Center 6 CY Container x 4 (Option Line Item) 0 Days After Award	52	WK		
36	OY2 Kyle IHS Housing (24) 2 CY Tote x 24 (Option Line Item) 0 Days After Award Continued ...	52	WK		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
37	OY2 Kyle IHS Wellness Center 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
38	OY2 Kyle IHS Four Directions Clinic 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
39	OY2 Kyle IHS Administration Building 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
40	OY2 Wanblee IHS Health Center Dumpster TBD (Option Line Item) 0 Days After Award	52	WK		
41	OY2 Wanblee IHS Housing (5) 2 CY Tote x 5 (Option Line Item) 0 Days After Award	52	WK		
42	OY2 Wanblee IHS Trailer House 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
43	OY2 LaCreek District IHS Clinic 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
44	OY3 Pine Ridge Hospital 30 CY Dumpster x 2 (Option Line Item) Continued ...	52	WK		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0 Days After Award				
45	OY3 Pine Ridge Hospital - Housing (92) 2 CY Tote x 92 (Option Line Item) 0 Days After Award	52	WK		
46	OY3 Pine Ridge IHS PHN 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
47	OY3 Pine Ridge IHS Security 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
48	OY3 Pine Ridge IHS 19 Unit Apartment 10 CY Dumpster (Option Line Item) 0 Days After Award	52	WK		
49	OY3 Kyle IHS Health Center 6 CY Container x 4 (Option Line Item) 0 Days After Award	52	WK		
50	OY3 Kyle IHS Housing (24) 2 CY Tote x 24 (Option Line Item) 0 Days After Award	52	WK		
51	OY3 Kyle IHS Wellness Center 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
52	OY3 Kyle IHS Four Directions Clinic 2 CY Tote x 1 Continued ...	52	WK		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 0 Days After Award				
53	OY3 Kyle IHS Administration Building 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
54	OY3 Wanblee IHS Health Center Dumpster TBD (Option Line Item) 0 Days After Award	52	WK		
55	OY3 Wanblee IHS Housing (5) 2 CY Tote x 5 (Option Line Item) 0 Days After Award	52	WK		
56	OY3 Wanblee IHS Trailer House 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
57	OY3 LaCreek District IHS Clinic 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
58	OY4 Pine Ridge Hospital 30 CY Dumpster x 2 (Option Line Item) 0 Days After Award	52	WK		
59	OY4 Pine Ridge Hospital - Housing (92) 2 CY Tote x 92 (Option Line Item) 0 Days After Award	52	WK		
60	OY4 Pine Ridge IHS PHN Continued ...	52	WK		



NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2 CY Tote x 1 (Option Line Item) 0 Days After Award				
61	OY4 Pine Ridge IHS Security 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
62	OY4 Pine Ridge IHS 19 Unit Apartment 10 CY Dumpster (Option Line Item) 0 Days After Award	52	WK		
63	OY4 Kyle IHS Health Center 6 CY Container x 4 (Option Line Item) 0 Days After Award	52	WK		
64	OY4 Kyle IHS Housing (24) 2 CY Tote x 24 (Option Line Item) 0 Days After Award	52	WK		
65	OY4 Kyle IHS Wellness Center 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
66	OY4 Kyle IHS Four Directions Clinic 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
67	OY4 Kyle IHS Administration Building 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
68	OY4 Wanblee IHS Health Center Dumpster TBD (Option Line Item) 0 Days After Award	52	WK		
69	OY4 Wanblee IHS Housing (5) 2 CY Tote x 5 (Option Line Item) 0 Days After Award	52	WK		
70	OY4 Wanblee IHS Trailer House 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		
71	OY4 LaCreek District IHS Clinic 2 CY Tote x 1 (Option Line Item) 0 Days After Award	52	WK		

## **STATEMENT OF WORK**

### **SOLID WASTE MANAGEMENT SERVICES CONTRACT INDIAN HEALTH SERVICE PINE RIDGE SERVICE UNIT**

#### **1. Introduction**

This specification defines requirements for developing contracts for solid waste management services to serve Indian Health Service medical facilities and housing quarters. The Pine Ridge Service Unit currently has a 638 contract with the Oglala Sioux Tribe (OST) Solid Waste department for disposal of solid waste. The OST bale fill is not required to be utilized; however, it may be utilized as the disposal area for this requirement as long as the OST bale fill remains compliant with section 2 below. The contractor will be responsible for utilizing an alternate compliant landfill or disposal method if the OST bale fill becomes non-compliant during the course of this requirement.

#### **2. Compliance**

A. Disposal at Municipal Solid Waste Landfills: Documentation must be provided to prove that all solid waste collected from IHS facilities was properly disposed at municipal solid waste landfills (MSWLFs). All MSWLFs must comply with the federal regulations in 40 CFR Part 258 (Subtitle D of RCRA), or equivalent state or Tribal regulations. Federal MSWLF standards include but are not limited to:

1. Location restrictions ensure that landfills are built in suitable geological areas away from faults, wetlands, flood plains, or other restricted areas.
2. Liner requirements include a flexible membrane (geomembrane) overlaying two feet of compacted clay soil lining the bottom and sides of the landfill to protect groundwater and the underlying soil from leachate releases. Landfills utilizing EPA approved liner variances shall be considered.
3. Leachate collection and removal systems constructed on top of the composite liner and removes leachate from the landfill for treatment and disposal.
4. Operating practices include compacting and covering waste daily with several inches of soil to help reduce odor; control litter, insects, and rodents; and protect public health.
5. Groundwater monitoring requirement requires testing groundwater wells to determine whether waste materials have escaped from the landfill.
6. Closure and post closure care requirements include covering landfills and providing long-term care of closed landfills.
7. Corrective action provisions control and clean up landfill releases to achieve groundwater protection standards.
8. Financial assurance provides funding for environmental protection during and after landfill closure (i.e., closure and post closure care).

- B. Storage and Collection of Residential, Commercial, and Institutional Solid Waste: All storage and collection activities must comply with the federal regulations and guidelines in 40 CFR Part 243 (Subtitle D of RCRA), or equivalent state or Tribal regulations. Standards must include but are not limited to:

1. Storage:

- (a) All solid wastes shall be stored in such a manner that they do not constitute a fire, health, or safety hazard or provide food or harborage for vectors, and shall be contained or bundled so as not to result in spillage.
- (b) All solid waste containing food wastes shall be securely stored in covered or closed containers which are nonabsorbent, leak-proof, durable, easily cleanable (if reusable), and designed for safe handling.
- (c) Containers shall be of an adequate size and in sufficient numbers to contain all food wastes, rubbish, and ashes that a residence or other establishment generates in the period of time between collections. Containers shall be maintained in a clean condition so that they do not constitute a nuisance, and to retard the harborage, feeding, and breeding of vectors.
- (d) When serviced, storage containers should be emptied completely of all solid waste.

2. Operations:

- (a) All solid waste collection personnel should receive instructions and training in safe container and waste handling techniques, and in the proper operation of collection equipment.
- (b) Personal protective equipment such as gloves, safety glasses, respirators, and footwear should be used by collection employees, as appropriate. This equipment should meet the applicable provisions of the Occupational Safety and Health Administration Standards for Subpart I-- Personal Protective Equipment (29 CFR 1910.132 through 1910.137).
- (c) Scavenging should be prohibited at all times to avoid injury and to prevent interference with collection operations.
- (d) When conducting carryout collection, a leak proof and puncture-proof carrying container should be used to minimize the potential for physical contact between the collector and the solid waste or the liquids which may derive from it.

3. Collection:

- (a) Solid waste should not be allowed to remain in collection vehicles over 24 hours and should only be left in a vehicle overnight when this practice does not constitute a fire, health, or safety hazard.
- (b) Solid wastes shall be collected with frequency sufficient to inhibit the propagation or attraction of vectors and the creation of nuisances. Solid wastes which contain food wastes shall be collected at a minimum of once during each week.

- (c) The collection of solid wastes shall be conducted in a safe, efficient manner, strictly obeying all applicable traffic and other laws. The collection vehicle operator shall be responsible for immediately cleaning up all spillage caused by his operations, for protecting private and public property from damage resulting from his operations, and for creating no undue disturbance of the peace and quiet in residential areas in and through which he operates.
- (d) Records should be maintained detailing all costs (capital, operating, and maintenance) associated with the collection system. These records should be used for scheduling maintenance and replacement, for budgeting, and for system evaluation and comparison.
- (e) The collection system should be reviewed on a regular schedule to assure that environmentally adequate, economical, and efficient service is maintained.
- (f) Solid waste collection systems should be operated in a manner designed to minimize fuel consumption.

### **3. General Contract Specifications**

- A. Scope: The contractor shall provide all labor, equipment, supplies, materials, and incidentals, except as otherwise noted herein, necessary for the collection, transfer and disposal of solid wastes from those areas listed for the period of twelve (12) months for the base year with four (4) option year renewals from date of award.
- B. Description of Work: The work covered by these specifications consists of furnishing all necessary equipment, labor, supervision, and materials for performing all operations necessary for the collection, transportation, and disposal of all refuse specified in this contract, complete and in accordance with these specifications and subject to the terms and conditions of the contract.
  - 1. The Pine Ridge IHS Hospital currently has a 3CY stationary compactor with two 30 CY octagon bins configured for a hook truck.
  - 2. The Pine Ridge IHS 19 Unit Apartment building has a 10 CY dumpster.
  - 3. The Kyle IHS Health Center currently has a CRAM-A-LOT 4-6YD EXPRESS PAK compactor with a 6CY, rear load, container.
  - 4. The contractor shall return the Pine Ridge 30 CY bin within 24 hours of dumping. The contractor shall empty and replace the Kyle 6 CY container. The contractor shall be responsible for loss or damage of government furnished containers.
  - 5. Wanblee Health Center will require a dumpster provided by the contractor.
  - 6. All other locations will require containers, no less than 90 gallons each, provided by the contractor.
- C. Location: This contract is to be performed in accordance with approved routes between the IHS facilities and the respective landfills, including:
  - Pine Ridge IHS Hospital
  - Pine Ridge IHS North Housing (37)
  - Pine Ridge IHS South Housing (57)
  - Pine Ridge IHS Public Health Nursing

- Pine Ridge IHS Security
- Pine Ridge IHS 19 Unit Apartment
- Kyle IHS Health Center
- Kyle IHS Housing (24)
- Kyle IHS Wellness Center
- Kyle IHS Four Directions Clinic
- Kyle IHS Administration Building
- Wanblee IHS Health Center
- Wanblee IHS Housing (5)
- Wanblee IHS Trailer House
- LaCreek District IHS Clinic, Martin, SD
  - One (2yd) Container with once a week service.

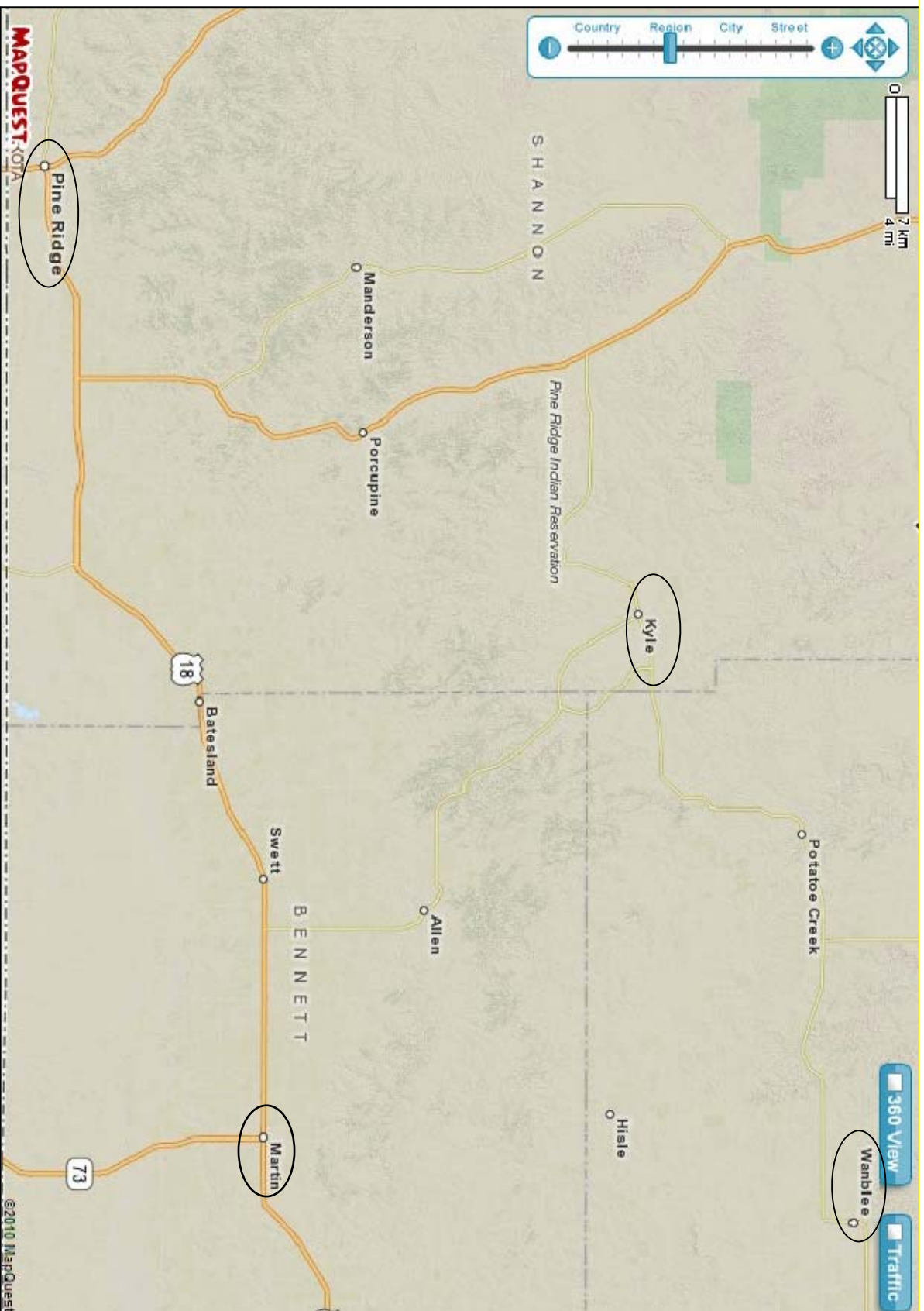
- D. Performance of Work: Refuse collection and disposal will be conducted in conformity with applicable regulations to provide satisfactory protection of property and the environment. These regulations include, but are not limited to the Resource Conservation and Recovery Act (RCRA), The Federal Facilities Compliance Act, 40 CFR Part 257 Classification of Solid Waste Disposal Facilities and Practices, and 40 CFR Part 258 Criteria for Municipal Solid Waste Landfills.
- E. Supervision: The contractor will provide competent supervision at all times when work is in progress. The contractor is responsible for scheduling and coordinating various trade activities. The contractor is responsible for assuring that all work accomplished and materials used are in accordance with the specifications.
- F. Contractor-Furnished Equipment and Collection Containers:
1. The contractor will provide all necessary equipment required for performing the contract.
  2. All of the contractor's equipment will be equipped with proper safety and noise-limiting devices and will be in safe operating condition.
  3. Only qualified operators will be permitted to operate equipment.
- G. Applicable Publications, Laws, and Regulations: Unless specifically exempted by these specifications, all work accomplished under this contract will conform to the requirements of all applicable Federal, Tribal, state and local regulations pertaining to environmental protection and occupational safety and health.
- H. Inspection: All work performed, the methods and manner of performance, all areas assigned for use by the contractor, and all equipment, materials, and supplies used for the work, will be subject to inspection at any and all times by the contracting officer's authorized representatives. All notices of unsatisfactory conditions or services will be issued in writing to the contractor by the contracting officer.
- I. Collection of Waste:

1. Points of collection: The points of collection for pickup of waste by the contractor will be as shown on the accompanying maps. Any increase or decrease in the number of points may be cause for adjusting contract cost.
  2. Schedule of Operation: The contractor will establish a schedule of proposed operations. This schedule will govern the days and time of day collections will be made. The schedule will be subject to change, provided the proposed modification contributes toward a more satisfactory service for the government. The schedule and modifications thereof must meet the contracting officer's approval.
  3. Hours of Operation: The contractor shall confine his operations to daylight hours commencing not earlier than 7:00 am and continuing not later than 7:00 pm unless otherwise approved by the Contracting Officer.
- J. Transportation: All waste shall be transported from the collection point to the disposal area in closed packer-type bodies mounted on suitable trucks approved for hauling waste. Transportation equipment shall be in acceptable sanitary condition. Transportation equipment shall not exceed maximum weight limit restrictions.
- K. Containers:
1. Containers provided by the contractor shall be consistent with the best practices of the industry and compatible with the contractor's collection equipment.
  2. Each collection station and adjacent area will be left free of loose waste at the end of each regularly scheduled collection. Waste placed at the collection station in sacks, cartons, cans, or boxes will be removed by the contractor in the same manner and time as if it were placed in the regularly provided containers.
  3. Containers which, in the opinion of the contracting office become unserviceable will be replaced with new or serviceable units.
  4. The contractor will thoroughly clean and wash all containers and lids as necessary to maintain sanitary conditions. At a minimum, biannual sanitizing to control odor and infestation risks shall be performed on all waste receptacles. Contractor may use water located at the Hospital to clean containers as long as the area is left free of debris, waste, or odors. Contractor must obtain permission with at least 24 hours notice to ensure loading dock operations are not hampered.
- L. Vehicles: Only trucks specially designed for collecting waste and of type approved by the contracting officer will be used. The cost of maintenance and repair of the contractor-owned vehicles will be the sole responsibility of the contractor.
- M. Reports: Documentation must be provided to prove that all solid waste collected from IHS facilities was properly disposed at municipal solid waste landfills (MSWLFs). Documentation shall be in the form of an approved bill of lading procedure with tipping fee receipts, and/or equivalent process as proposed by the contractor and approved by the contracting officer.

N. Submittals:

1. The contractor shall include procedures and methods for: garbage disposal, protection of affected adjacent areas, operating on occupied facilities, MSDS sheets for chemicals to be used for cleaning and insect/rodent control.
2. Provide a comprehensive statement of the scope and purpose of the project. Include a detailed description of the proposed work involved to accomplish the objectives of the statement of work. Include either by chart or narrative: reason for subcontracts; estimated time frames for equipment delivery; proposed collection schedule for each location; proposed receptacle maintenance schedule for cleaning and insect/rodent control.
3. Provide the name, location and proof of EPA certification for the landfill and alternate landfill to be used for disposal. The OST Landfill may be utilized as the disposal area for this requirement as long as the OST Landfill remains compliant with RCRA. The contractor will be responsible for utilizing an alternate compliant landfill or disposal method if the OST Landfill becomes non-compliant during the course of this requirement.
4. The total price for contract shall be itemized and include: dumpster rental, dumpster maintenance, collection charges, disposal fees, TERO fees and/or tipping fees.





# Pine Ridge IHS Service Unit Solid Waste Collection Locations Service Area Map



Pine Ridge IHS Hospital and  
South Compound Housing





Pine Ridge IHS North Compound Housing

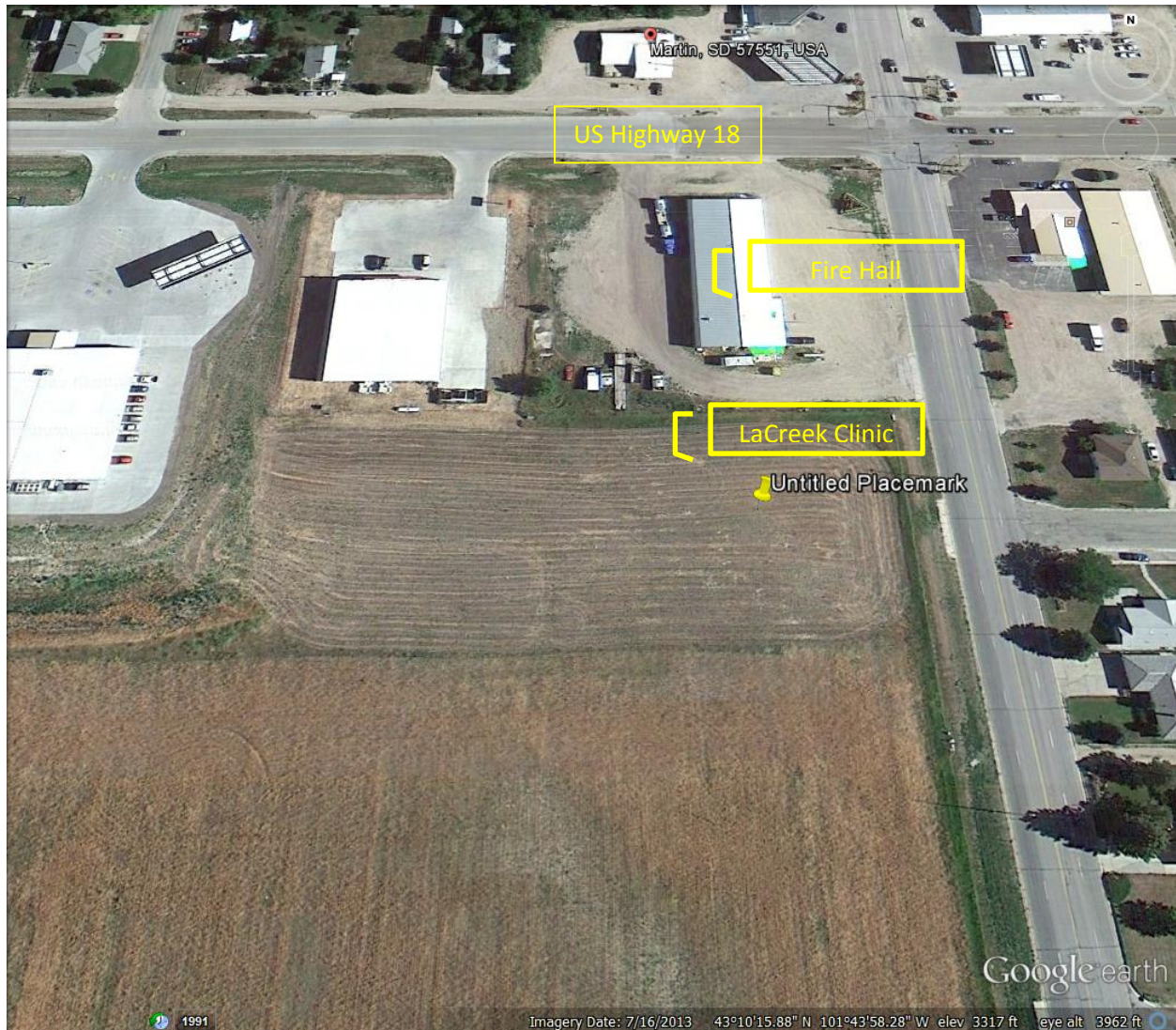


Kyle IHS Health Center and Housing



Wanblee IHS Health Center and Housing





LaCreek Clinic

119 South 1st Ave

Martin, SD 57551



**INDIAN HEALTH SERVICE  
BUY INDIAN ACT  
INDIAN FIRM REPRESENTATION FORM**

**SOLICIATION NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

In accordance with 25 U.S.C. 47 the Buy Indian Act, the signature below constitutes self-certification that the Offeror meets the definition of an "Indian Firm" (HHSAR 326.602) with "Indian Ownership" (HHSAR 326.603), in response to this solicitation and resultant contract.

The enterprise must meet the definition of "Indian Firm" throughout the following time periods:

- (1) At the time an offer is made in response to this solicitation;
- (2) At the time of contract award; and
- (3) During the full term of the contract performance period. At any point during these periods, if the Contractor no longer meets the eligibility requirements, the contractor must provide immediate written notification to the Contracting Officer.

Individual Contracting Officers may require documentation of eligibility before awarding a set-aside or sole source contracts under the Buy Indian Act and awards may be subject to protest if the eligibility of the successful Offeror is in question. In addition to the self-certification requirements, successful Offerors must also be registered with DUN and Bradstreet (D&B) and the System of Award Management (SAM).

Any false or misleading information submitted by an enterprise when submitting an offer in consideration of an award set-aside under the authority of the Buy Indian Act is a violation of the law and punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

**REPRESENTATION**

The Offeror represents as part of its offer that it does \_\_\_\_\_, does not \_\_\_\_\_ meet the definition of an "Indian Firm" with "Indian Ownership" under the authority of the Buy Indian Act.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Certifying Signature

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Print Name

## **PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE**

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

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

(End of Provision)

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

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

(End of Clause)

### **I. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Provisions and Clauses Incorporated by Reference**

<b>FAR CITATION</b>	<b>PROVISION/CLAUSE TITLE</b>	<b>PROVISION/CLAUSE DATE</b>
52.202-1	Definitions	June 2020
52.203-3	Gratuities	April 1984
52.203-7	Anti-Kickback Procedures	June 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	System for Award Management	October 2018
52.204-13	System for Award Management Maintenance	October 2018
52.204-16	Commercial and Government Entity Code Reporting	August 2020
52.204-17	Ownership or Control of Offeror	August 2020
52.204-18	Commercial and Government Entity Code Maintenance	August 2020
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.212-1	Instructions to Offerors – Commercial Items	November 2021
52.212-4	Contract Terms and Conditions – Commercial Items	November 2021
52.217-8	Option to Extend Services	November 1999
52.225-13	Restrictions on Certain Foreign Purchases	February 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representations and Certifications	June 2020
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	December 2013
52.246-4	Inspection of Services-Fixed-Price	August 1996
52.247-34	F.o.b. – Destination	November 1991
52.253-1	Computer Generated Forms	January 1991
52.223-1	Biobased Product Certification	May 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service & Construction Contracts	September 2013
52.223-3	Hazardous Material Identification and Material Safety Data	February 2021
52.223-4	Recovered Material Certification	May 2008
52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Items (Over \$150K)	May 2008
52.223-10	Waste Reduction Program	May 2011
52.223-17	Affirmed Procurement of EPA-Designated Items in Service & Construction Contracts	August 2018



## PROVISIONS AND CLAUSES IN FULL TEXT

### II. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Provisions and Clauses in Full Text

FAR CITATION	PROVISION/CLAUSE TITLE	PROVISION/CLAUSE DATE
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	November 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services and Equipment	November 2021
52.209-5	Certification Regarding Responsibility Matters	August 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	February 2016
52.212-3	Offeror Representations and Certifications -- Commercial Items	May 2022
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items	May 2022
52.216-18	Ordering	August 2020
52.216-19	Order Limitations	October 1995
52.216-22	Indefinite Quantity	October 1995
52.217-9	Option to Extend the Term of the Contract	March 2000
52.219-1	Small Business Program Representations	September 2021
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.	October 2021
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984

#### **52.204-21 Basic Safeguarding of Covered Contractor Information Systems.**

As prescribed in [4.1903](#) , insert the following clause:

#### BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

## 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(a\)](#), insert the following provision:

### REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

## **52.209-5 Certification Regarding Responsibility Matters.**

As prescribed in [9.104-7](#)(a), insert the following provision:

### **CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (February 2016)**

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

### **52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.**

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

#### OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



*Sensitive technology—*

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

*Small business concern—*

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

- (2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

(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 it ☐ is, ☐ is not a small business concern.

(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 it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(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 concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

[List as necessary]

(3) 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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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:

(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.

Other Foreign End Products:

[List as necessary]

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

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

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

Canadian End Products:

[List as necessary]

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

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

Canadian or Israeli End Products:

[List as necessary]

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

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

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

[List as necessary]

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

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

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

Other End Products:

[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.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

*Alternate I (Oct2014).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

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

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

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

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

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

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

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services.**

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND  
COMMERCIAL SERVICES (MAY 2022)

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

x\_\_\_ (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 (SEP 2021) ([15 U.S.C. 657a](#)).

\_\_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (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 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_x\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

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

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

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

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

- ☐ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ☐ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ☐ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).
- ☐ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- ☒ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([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 (SEP 2021) ([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 (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ☐ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ☐ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ☒ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- ☐ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ☐ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ☐ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ☐ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ☐ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ☐ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- ☐ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- ☐ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ☐ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (36) [52.222-54](#), Employment Eligibility Verification (NOV 2021) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_ (48) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).

\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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



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

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

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

\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xiii)

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

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

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([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 (NOV 2021) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

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

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

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

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

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

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

(End of clause)

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

*Alternate II*. (NOV 2021) As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

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

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

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

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

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

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

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

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

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

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

(E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

\_\_\_ (2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

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

(O) [52.222-54](#), Employment Eligibility Verification (NOV 2021) (Executive Order 12989).

(P) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(R) (I) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

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

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

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

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

## **52.216-18 Ordering.**

As prescribed in [16.506](#)(a), insert the following clause:

### **ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through five (5) years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### **52.216-19 Order Limitations.**

As prescribed in [16.506\(b\)](#), insert a clause substantially the same as follows:

##### **ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 0 dollars, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$5,248.00 per month;

(2) Any order for a combination of items in excess of \$5,248.00 per month; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **52.216-22 Indefinite Quantity.**

As prescribed in [16.506\(e\)](#), insert the following clause:

##### **INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after October 31, 2027.

(End of clause

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### **52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.**

##### **ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

(a) *Definition.* As used in this clause -  
*United States or its outlying areas means—*

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph

(d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)]

#### **52.232-19 Availability of Funds for the Next Fiscal Year.**

As prescribed in [32.706-1\(b\)](#), insert the following clause:



## AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2022. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2022, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### III. Department of HHS Acquisition Regulations (HHSAR) (48 Chapter 3) Clauses

HHSAR CITATION	CLAUSE TITLE	CLAUSE DATE
HHSAR 352.226-1	Indian Preference	December 2015
HHSAR 352.226-2	Indian Preference Program	December 2015
HHSAR 352.237-70	Pro-Children Act	December 2015
HHSAR 352.237-71	Crime Control Act-Reporting of Child Abuse	December 2015
HHSAR 352.237-72	Crime Control Act-Requirement For Background Checks	December 2015
HHSAR 352.237-73	Indian Child Protection and Family Violence Act	December 2015
HHSAR 352.237-74	Non-Discrimination in Service Delivery	December 2015
HHSAR 352.232-71	Electronic Submission of Invoice Payment Requests	February 2022

#### 352.226-1 Indian Preference.

As prescribed in [HHSAR 326.505\(a\)](#), the Contracting Officer shall insert the following clause:

Indian Preference (December 18, 2015)

(a) The Contractor agrees to give preference in employment opportunities under this contract to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. To the extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts to the extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain the necessary statistical records to demonstrate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall provide reasonable opportunities for training, incident to such employment. Such training shall include on-the—job, classroom, or apprenticeship training designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, the Contractor may satisfy those needs by selecting non-Indian persons in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small businesses; HUBZone small businesses; service-disabled, veteran-owned small businesses; 8(a) small businesses; veteran-owned small businesses; women-owned small businesses; or small disadvantaged businesses.

(e) As used in this clause,

(1) Indian means a person who is a member of an Indian tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual provide evidence within 30 days from the tribe concerned that the person is a member of the tribe.

(2) Indian tribe means an Indian tribe, pueblo, band, nation, or other organized group or community, including Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C.



1601) which the United States recognizes as eligible for the special programs and services provided to Indians because of its status as Indians.

(3) Indian organization means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451).

(4) Indian-owned economic enterprise means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

(f) The Contractor agrees to include the provisions of this clause, including this paragraph (f) of this clause, in each subcontract awarded at any tier under this contract.

(g) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

### **352.226-2 Indian Preference Program.**

As prescribed in [HHSAR 326.505\(b\)](#), the Contracting Officer shall insert the following clause:

#### **Indian Preference Program (December 18, 2015)**

(a) In addition to the requirements of the clause of this contract entitled “Indian Preference,” the Contractor agrees to establish and conduct an Indian preference program which will expand opportunities for Indians to receive preference for employment and training in connection with the work performed under this contract, and which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts. In this connection, the Contractor shall perform the following:

(1) Designate a liaison officer who will maintain liaison with the Government and the Tribe(s) on Indian preference matters; supervise compliance with the provisions of this clause; and administer the Contractor’s Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all employment advertisements that Indian applicants receive preference in employment and training incident to such employment.

(3) Not more than 20 calendar days after award of the contract, post a written notice setting forth the Contractor’s employment needs and related training opportunities in the tribal office of any reservations on or near the contract work location. The notice shall include the approximate numbers and types of employees needed; the approximate dates of employment; any experience or special skills required for employment; training opportunities available; and other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the tribe(s) on or near whose reservation(s) the Contractor will perform contract work to provide assistance filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the posting of notices and requests for Tribal assistance.

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(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors (including suppliers) under this contract. The Contractor shall give public notice of existing subcontracting opportunities and, to the extent feasible and consistent with the efficient performance of this contract, shall solicit bids or proposals from Indian organizations or Indian-owned economic enterprises only. The Contractor shall request assistance and information on Indian firms qualified as subcontractors (including suppliers) from the Tribe(s) on or near whose reservation(s) the Contractor will perform contract work. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including—

(i) A clear description of the supplies or services required, including quantities, specifications, and delivery schedules that facilitate the participation of Indian firms;

(ii) A statement indicating that Indian organizations and Indian-owned economic enterprises will receive preference in accordance with section 7(b) of **Pub. L. 93–638**; 88 Stat. 2205; **25 U.S.C. 450e(b)**;

(iii) Definitions for the terms “Indian organization” and “Indian-owned economic enterprise” prescribed under the “Indian Preference” clause of this contract;

(iv) A statement that the bidder or offeror shall complete certifying that it is an Indian organization or Indian-owned economic enterprise; and

(v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If, after soliciting bids or proposals from Indian organizations and Indian-owned economic enterprises, the Contractor receives no responsive bid or acceptable proposal, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract. If the Contractor receives one or more responsive bids or conforming proposals, the Contractor shall award the contract to the low, responsive, responsible bidder or conforming offer from a responsible offeror if the price is reasonable. If the Contractor determines the low responsive bid or conforming proposal’s price is unreasonable, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If parties cannot agree on a reasonable price, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract.

(5) Maintain written records under this contract which demonstrate—

(i) The numbers of Indians seeking employment for each employment position available under this contract;

(ii) The number and types of positions filled by Indians and non-Indians;

(iii) The total number of Indians employed under this contract;

(iv) For those positions having both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Contractor did not select the Indian applicant;

(v) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(vi) Reasons why Indian subcontractors and or suppliers did not receive preference for each requirement where the Contractor determined that such preference was inconsistent with efficient contract performance; and

(vii) The number of Indian organizations and Indian-owned economic enterprises contacted, and the number receiving subcontract awards under this contract.

(6) Submit to the Contracting Officer for approval a quarterly report summarizing the Contractor’s Indian preference program and indicating the number and types of available positions filled by Indians and non-Indians, and the dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises, and to all other firms.

(7) Maintain records pursuant to this clause and keep them available for review by the Government for one year after final payment under this contract, or for such longer period in accordance with requirements of any other clause of this contract or by applicable law or regulation.

(b) For purposes of this clause, the following definitions of terms shall apply:

(1) The terms **Indian**, **Indian tribe**, **Indian organization**, and **Indian-owned economic enterprise** are defined in the clause of this contract entitled **Indian Preference**.

(2) **Indian reservation** includes Indian reservations, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act (85 Stat. 688; **43 U.S.C. 1601** *et seq.*)

(3) **On or near an Indian reservation** means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably expect to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall preclude Indian tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not conflict with any Federal statutory or regulatory requirement dealing with the award and administration of contracts.

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in each subcontract awarded at any tier under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

### **352.237-70 Pro-Children Act.**

As prescribed in [HHSAR 337.103\(d\)\(1\)](#), the Contracting Officer shall insert the following clause:

#### **Pro-Children Act (December 18, 2015)**

(a) Public Law 103-227, Title X, Part C, also known as the **Pro-Children Act of 1994** (Act), 20 U.S.C. 7183, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of: (i) kindergarten, elementary, or secondary education or library services or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.

(b) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Failure to comply with the Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

### **352.237-71 Crime Control Act—Reporting of Child Abuse.**

As prescribed in [HHSAR 337.103\(d\)\(2\)](#), the Contracting Officer shall insert the following clause:

#### **Crime Control Act of 1990—Reporting of Child Abuse (December 18, 2015)**

(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.

(b) The Act designates “covered professionals” as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term “child abuse” as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.

(c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.

(d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

(End of clause)

### **352.237-72 Crime Control Act—Requirement for Background Checks.**

As prescribed in [HHSAR 337.103\(d\)\(3\)](#), the Contracting Officer shall insert the following clause:

#### **Crime Control Act of 1990—Requirement for Background Checks (December 18, 2015)**

(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. “Child care services” include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above.

(b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person.

(c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

(End of clause)

### **352.237-73 Indian Child Protection and Family Violence Act.**

As prescribed in [HHSAR 337.103\(d\)\(4\)](#) the Contracting Officer shall insert the following clause:

#### **Indian Child Protection and Family Violence Act (December 18, 2015)**

(a) This contract is subject to the Indian Child Protection and Family Violence Act, Pub. L. 101-630 (25 U.S.C. 3201 *et seq.*) The duties and responsibilities required by this contract may involve regular contact with or control over Indian children. Pub. L. 101-630 prohibits employment, including Personal Service Contracts, with anyone who has been convicted of any crime of violence. Any such conviction should immediately be brought to the attention of the Contracting Officer. The contractor will be subject to a character investigation, conducted by the Indian Health Service, Office of Human Resources. Until such time as the contractor has been notified of completion of the investigation, the contractor shall have no unsupervised contact with Indian children. In order to initiate this background investigation, the contractor must provide information as required in this contract or as directed by the Contracting Officer.

(b) As a prerequisite to providing services under this contract, the Contractor is required to complete and sign the declaration found in Section J of this contract.

(End of clause)

### **352.237-74 Non-Discrimination in Service Delivery.**

As prescribed in [HHSAR 337.103\(e\)](#), the Contracting Officer shall insert the following clause in solicitations and contracts:

#### **Non-Discrimination In Service Delivery (December 18, 2015)**

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

(End of clause)

### **352.232-71 Electronic Submission of Payment Requests**

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

*Payment request* means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)

CONTRACTORS PERFORMANCE CONDITIONS & RESPONSIBILITIES:

1. Contractor is responsible for reporting all taxes from wages earned under this contract to the appropriate State and Federal Agencies, provided the awardee is an individual.
2. Contractor is responsible for his/her own reliable transportation in the performance of the contract.
3. Contractor is responsible for Fringe Benefits and other benefits such as health, retirement, etc. for his/her employees, if other than self.
4. Contractor is responsible for maintaining satisfactory standards of competence, conduct, appearance and integrity. The quality of work performance of the contractor shall be subject to review.
5. Contractor is responsible for notifying the designated supervisor/director if he/she will be late, ill or unable to work for other reasons.
6. Contractor earns no leave and is compensated only for hours actually worked at the agreed compensatory rate.
7. Contractor is responsible for signing-in and signing-out of immediate work area, utilizing in-house system of accountability.

## ***HHS Residual Standards of Conduct***

These Standards were published in a booklet entitled "Standards of Conduct" on March 30, 1989 (45 CFR Part 73). Since then the Office for Government Ethics (OGE) published the ethics regulations, [5 C.F.R. Parts 2600 to 2641](#), applicable to all Executive Branch employees in 1992.

The regulations became effective on February 3, 1993. Subsequently, HHS published the Supplemental Standards Of Ethical Conduct For Employees Of The Department Of Health And Human Services (HHS), 5 C.F.R Part [5501](#) And Supplemental Financial Disclosure Requirements For Employees Of HHS, 5 C.F.R Part [5502](#) which supplement the OGE ethics rules and regulations. Therefore, only the following subparts and sections of the HHS Standards of Conduct remain in effect. [Please consult with the Office of General Counsel prior to taking any action based on any of these subpart/sections. Revised by OGC Ethics Division, 5/19/2015.]

### **[§ 73.735-301 -- Courtesy and consideration for others](#)**

### **[§ 73.735-302 -- Support of department programs](#)**

### **[§ 73.735-305 -- Conduct in Federal buildings](#)**

### **[§ 73.735-306 -- Sexual harassment](#)**

### **[§ 73.735-508\(e\) -- Government decisions Outside Official channels](#)**

### **[§ 73.735-805 -- Advice and guidance on conflicts matters](#)**

### **[Subpart F -- Political Activity and USPHS Officers – \(§§ 73.735-601 -- §73.735-603\)](#)**

### **[Subpart L -- Disciplinary Action \(§ 73.735-1201\)](#)**

### **[Subpart M -- Reporting Violations \(§§ 73.735-1301 -- 73.735-1304\)](#)**

### **[Appendix to Part 73 -- List of Some Offenses for Which Disciplinary Action May be Taken](#)**

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#### **§ 73.735-301 Courtesy and consideration for others.**

(a) An employee's conduct on the job is, in all respects, of concern to the Federal government. Courtesy, consideration, and promptness in dealing with the public must be shown in carrying out official responsibilities, and actions which deny the dignity of individuals or conduct which is disrespectful to others must be avoided. Employees must recognize that inattention to matters of common courtesy can adversely affect the quality of service the Department is responsible for providing. Where appropriate, courtesy to the public should be included in the standards for employee performance.

(b) Of equal importance is the requirement that courtesy be shown in day-by-day interaction with co-workers. Employees shall be polite to and considerate of other employees, and shall respect their needs and concerns in the work environment.

#### **§ 73.735-302 Support of department programs.**

(a) When a Department program is based on law, Executive Order or regulation, every employee has a positive obligation to make it function as efficiently and economically as possible and to support it as long as it is a part of recognized public policy. An employee may, therefore, properly make an address explaining and interpreting such a program, citing its achievements, defending it against uninformed or unjust criticism, or soliciting views for improving it.

(b) An employee shall not, either directly or indirectly, use appropriated funds to influence, or attempt to influence, a Member of Congress to favor or oppose legislation. However, when authorized by his or her supervisor, an employee is not prohibited from: (1) Testifying, on request, as a representative of the Department on pending legislation or proposals before Congressional Committees; or (2) Assisting Congressional Committees in drafting bills or reports on

request, when it is clear that the employee is serving solely as a technical expert under the direction of committee leadership.

(c) All employees shall be familiar with regulations and published instructions that relate to their official duties and responsibilities and shall comply with those directives. This includes carrying out proper orders from officials authorized to give them.

(d) Employees are required to assist the Inspector General and other investigative officials in the performance of their duties or functions. This requirement includes the giving of statements or evidence to investigators of the Inspector General's office or other HHS investigators authorized to conduct investigations into potential violations.

#### **§ 73.735-305 Conduct in Federal buildings.**

(a) An employee shall not participate while on Government-owned or leased property or while on duty for the Government, in any gambling activity including the operation of a gambling device, in conducting a lottery or pool, in a game for money or property, or in selling or purchasing a numbers slip or ticket.

(b) An employee shall not while in or on Government-owned or leased property or while on duty for the Government solicit alms and contributions, engage in commercial soliciting and vending, display or distribute commercial advertisements, or collect private debts.

(c) The prohibitions in paragraphs (a) and (b) of this section do not preclude: (1) Activities necessitated by an employee's law enforcement duties; (2) Participation in Federally sponsored fund-raising activities conducted pursuant to Executive Order 10927, or similar HHS approved activities; or (3) Buying a lottery ticket at an authorized State lottery outlet for a lottery authorized by State law and conducted by an agency of a State within that State.

(d) General Services Administration regulations on "Conduct on Federal Property" apply to all property under the control of the General Services Administration, and they are also applicable to all buildings and space under the control of this Department. These regulations prohibit, among other things, gambling, being intoxicated, and possession, distribution, or use of narcotic or dangerous drugs on the premises. The GSA regulations are found in Subpart 101-20.3 of the GSA Regulations, 41 CFR 101-20.3.

#### **§ 73.735-306 Sexual harassment.**

Sexual harassment is deliberate unsolicited verbal comments, gestures, or physical contact of a sexual nature which are unwelcome. Sexual harassment is unacceptable conduct and is expressly prohibited. In addition, supervisors and managers are prohibited from taking or promising personnel actions in exchange for sexual favors, or failing to take an action because an employee or applicant for employment, refuses to engage in sexual conduct. This same prohibition applies to relationships between Department personnel who take or recommend action on a grant or contract and the grantee or contractor. Those employees who wish to file a complaint of sexual harassment should contact the Office of Equal Employment Opportunity (EEO) within their respective agencies for guidance. (Time frames for pursuing a charge alleging sexual harassment are the same as for any other complaint based on allegations of sex discrimination.)

#### **§ 73.735-508(e) Other prohibitions.**

Employees shall avoid any action whether or not specifically prohibited by this part, which might result in or create the appearance of:

(e) Making a Government decision outside official channels

#### **§ 73.735-805 Advice and guidance on conflicts matters.**

(a) Whenever an employee has a question about the appropriate course of conduct to be followed in a matter that may involve an actual or apparent conflict of interest, he or she should immediately consult with his or her supervisor or a deputy ethics counselor, or both. If a supervisor who is consulted determines that the matter warrants further



consideration, he or she may, in conjunction with the employee, submit the details of the matter, in writing, to the appropriate deputy ethics counselor. These details should include a description of:

- (1) The activity, relationship, or interest giving rise to the question posed by the employee;
- (2) The duties or official responsibilities of the employee(s) involved;
- (3) The nature of the actual or apparent conflict of interest; and
- (4) Any other information that may be helpful in reviewing the problem.

(b) Upon receiving the submission of an employee or a supervisor, the deputy ethics counselor will develop any additional information about the matter as necessary, and will confer with the Department Ethics Counselor as appropriate. The Department Ethics Counselor and the head of the principal operating component or his or her designee will be informed of any serious violation of the standards of this subpart or any other conflict of interest law. Questions of first impression or other unusual matters shall be brought to the attention of the Department Ethics Counselor and the head of the principal operating component or his or her designee.

(c) On the basis of all information gathered including, where appropriate, the advice of the Department Ethics Counselor, the deputy ethics counselor will:

- (1) Decide that there is no violation or potential violation of the standards of this subpart or any other law and so notify the employee and his or her supervisor in writing; or
- (2) Decide that a violation or potential violation of the standards of this subpart or other law has occurred or may occur, and that the employee involved shall take one or more of the steps set forth in § 731.735-904 to resolve the problem and notify the employee and his or her supervisor in writing; or
- (3) Decide that, although no violation of this subpart or other law has occurred, the nature of the matter is such that the employee should periodically report any additional information that would require reconsideration of the initial submission.

#### **Subpart F -- Political Activity and USPHS Officers – (§§ 73.735-601 -- §73.735-603)**

##### **§73.735-601 Applicability.**

(a) All employees in the Executive Branch of the Federal Government, including non-career employees, are subject to basic political activity restrictions in subchapter III of chapter 73 of title 5, United States Code (the former Hatch Act) and Civil Service Rule IV. Employees are individually responsible for refraining from prohibited political activity. Ignorance of a prohibition does not excuse a violation. This subpart summarizes provisions of law and regulation concerning political activity of employees. The Federal Personnel Manual and other publications of the Office of Personnel Management contain more detailed information on this subject. These may be reviewed in Department personnel offices, or will be made available by the Ethics Counselor, or the deputy counselor for the employee's organizational component.

(b) The Secretary and Under Secretary are exempt from the prohibitions concerning active participation in political management and political campaigns. Also exempt are other officials of the Department, except the Inspector General and Deputy Inspector General, who are appointed by the President by and with the advice and consent of the Senate, and who determine policies to be pursued by the United States in the nationwide administration of Federal laws.

(c) Intermittent employees are subject to the restrictions when in active duty status only and for the entire 24 hours of any day of actual employment.

(d) Employees on leave, on leave without pay, or on furlough even though an employee's resignation has been accepted, are subject to the restrictions. Separated employees who have received a lump-sum payment for annual leave are not subject to the restriction during the period covered by the lump-sum payment or thereafter, provided they do not return to Federal employment during that period. Employees are not permitted to take a leave of absence to work with a political candidate, committee, or organization or to become a candidate for office with the understanding that they will resign their position if nominated or elected.

(e) Employees are accountable for political activity by another person acting as their agent or under the employee's direction or control, if they are thus accomplishing indirectly what they may not lawfully do directly and openly.

(f) Though officers in the Public Health Service Commissioned Corps are not subject to the restrictions in Subchapter III of Chapter 73 of Title 5, United States Code, the provisions of this subpart apply to them.

#### §73.735-602 Permissible activities.

(a) Section 7324 of Title 5, United States Code, provides that employees have the right to vote as they please and to express their opinions on political subjects and candidates. Generally, however, employees are prohibited from taking an active part in political management or political campaigns or using official authority or influence to interfere with an election or affect its results. There are some exemptions from the restrictions of the statute:

(1) Employees may engage in political activity in connection with any question not specifically identified with a national or State political party. They also may engage in political activity in connection with an election, if none of the candidates represents a party any of whose candidates for presidential elector received votes at the last preceding election at which presidential electors were selected.

(2) An exception relates to political campaigns within, or in communities adjacent to, the District of Columbia, or in communities the majority of whose voters are employees of the Federal government. Communities to which the exception applies are specifically designated by the Office of Personnel Management. Information regarding the localities and the conditions under which the exceptions are granted may be obtained from personnel offices or the Department Counselor or deputy counselors.

(b) A covered employee is permitted to:

(1) Register and vote in any election;

(2) Express his or her opinion as an individual citizen privately and publicly on political subjects and candidates;

(3) Display a political picture, sticker, badge or button;

(4) Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization, or of a similar organization;

(5) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;

(6) Attend a political convention, rally, fund raising function; or other political gathering;

(7) Sign a political petition as an individual citizen;

(8) Make a financial contribution to a political party organization;

(9) Take an active part, as an independent candidate, or support of an independent candidate, in a partisan election in localities identified as permissible for such activities by the Office of Personnel Management;

(10) Take an active part, as a candidate or in support of a candidate, in a nonpartisan election;

(11) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a municipal ordinance or any other question or issue of a similar character;

(12) Serve as an election judge or clerk, or in a similar position to perform nonpartisan duties as prescribed by State or local law; and

(13) Otherwise participate fully in public affairs, except as prohibited by law, in a manner which does not materially compromise his or her efficiency or integrity as an employee or the neutrality, efficiency, or integrity of his or her agency.

(c) The head of a principal operating component may prohibit or limit the participation of an employee or class of employees of his or her component in an activity permitted by paragraph (b) of this section, if participation in the activity would interfere with the efficient performance of official duties, or create a conflict or apparent conflict of interest.

#### §73.735-603 Prohibited activities.

(a) The following are prohibited activities:

- (1) Serving as an officer of a political party, a member of a national, State or local committee of a political party, an officer or member of a committee of a partisan political club, or being a candidate for any of these positions;
- (2) Organizing or reorganizing a political party organization or political club;
- (3) Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for a partisan political purpose or in connection with a partisan election;
- (4) Organizing, selling tickets to, seeking support for, or actively participating in a fund-raising activity of, a political party or political club;
- (5) Taking an active part in managing the political party campaign of a candidate for public office or political office;
- (6) Being a candidate for, or campaigning for, an elective public office, except as permitted in §73.735-602(b)(9);
- (7) Taking an active part in an organized solicitation of votes in support of or in opposition to a candidate for public office or political party office;
- (8) Acting as recorder, watcher, challenger, or similar officer at the polls on behalf of a political party or candidate in a partisan election;
- (9) Driving voters to the polls on behalf of a political party or a candidate in a partisan election;
- (10) Endorsing or opposing a candidate in a partisan election in a political advertisement, a broadcast, campaign literature, or similar material;
- (11) Serving as a delegate, alternate, or proxy to a political party convention;
- (12) Addressing a State or national convention or caucus, or a rally or similar gathering of a political party, in support of or in opposition to a candidate for public or political party office, or on a partisan political question; and
- (13) Initiating or circulating a nominating petition for a candidate in a partisan election.

(b) In addition, certain political activities are prohibited by Federal criminal law:

- (1) Officers and employees may not directly or indirectly solicit or receive, or be in any way involved in soliciting or receiving, any assessment, subscription or contribution for any political purpose whatever from another officer or employee. This prohibition extends to one who acts as a mere agent or messenger for the purpose of turning the contribution over to a political organization. 18 U.S.C. 602.
- (2) All persons, whether employees or not, are prohibited from soliciting in any manner, or receiving a contribution of, money or a thing of value, in any room or building occupied in the discharge of official duties by any officer or employee of the United States. 18 U.S.C. 603. This prohibition extends to the sending of a letter soliciting political contributions for delivery in a Government building.
- (3) No officer or employee may directly or indirectly give to any other officer, employee or person in the service of the United States, any money or other thing of value to be applied to the promotion of any political objective. 18 U.S.C. 607.
- (4) Discrimination for giving or withholding any contribution for any political purpose and discrimination based on political influence or recommendations is prohibited.

(c) Various other laws prohibit certain activities in connection with political campaigns and elections. They include:

- (1) Intimidating, threatening, or coercing voters in Federal elections (18 U.S.C. 594).
- (2) Using official authority in interfering with a Federal election by a person employed in any administrative position by the United States or by any department, independent establishment, or agency of the United States or by any State, agency, or political subdivision thereof in connection with any activity financed in whole or in part by Federal funds (18 U.S.C. 595).
- (3) Promising Federal employment, compensation, or any benefit from Federal funds, in return for political activity or support (18 U.S.C. 600).
- (4) Depriving anyone of employment, compensation, or any benefit derived from Federal relief or work relief funds on account of race, creed, color, or political activity (18 U.S.C. 601).
- (5) Soliciting, assessing, or receiving subscriptions or contributions for political purpose from anyone on Federal relief or work relief (18 U.S.C. 604).

## **Subpart L -- Disciplinary Action (§ 73.735-1201)**

§ 73.735-1201 General provisions.

(a) Violations of the regulations contained in the Part may be cause for disciplinary action which could be in addition to any penalty prescribed by law. (For a list of some offenses for which disciplinary action may be taken and "The Code of Ethics for Government Service," the violation of which may also result in disciplinary action, see Appendixes A and B of this Part).

(b) The type of disciplinary action to be taken must be determined in relation to the specific violation. Those responsible for recommending and for taking disciplinary action must apply judgment to each case, taking into account the general objectives of meeting any requirements of law, deterring similar offenses by the employee and other employees, and maintaining high standards of employee conduct and public confidence. Some types of disciplinary action which may be considered are:

- (1) Admonishment
- (2) Written reprimand
- (3) Reassignment
- (4) Suspension
- (5) Demotion
- (6) Removal

(c) Suspension, demotion, and removal are adverse actions; and when such actions are taken, applicable laws, regulations, and policies must be followed. [46 FR 7369, Jan. 23, 1981, as amended at 53 FR 4409, Feb. 16, 1988]

## **Subpart M--Reporting Violations**

§ 73.735-1301 Responsibility for reporting possible criminal violations. An employee who has information which he or she reasonably believes indicates a possible offense against the United States by an employee of the Department, or any other individual working on behalf of the Department, shall immediately report such information to his or her supervisor, any management official, or directly to the Office of the Inspector General. Offenses covered by the preceding sentence include, but are not limited to, bribery, fraud, perjury, conflict of interest, misuse of funds, equipment, or facilities, and other conduct by a government officer or employee, grantee, contractor or other person which is prohibited by title 18 of the United States Code. Employees and supervisors should refer to chapter 5-10 of the Department's General Administration Manual for procedures regarding the reporting and handling of such information.

## **APPENDIX A TO PART 73--LIST OF SOME OFFENSES FOR WHICH DISCIPLINARY ACTION MAY BE TAKEN**

Following is a list of some offenses for which disciplinary action may be taken under this Part. When a statute applies specifically to a particular offense, either wholly or in part, the statute is cited. Neither the list of offenses nor the statutory citations are all-inclusive. The "Code of Ethics for Government Service" is not cited because of its general applicability but is published in its entirety in Appendix B.

### **A. Concerning Efficiency of Operations in General.**

1. Engaging in wasteful actions or behavior in the performance of assigned duties; conducting non-Government business during official work hours; or participating in a strike (18 U.S.C. 1918), work stoppage, slowdown, sickout, or other similar action.
2. Absence without leave, failure to adhere to the rules and regulations for requesting and obtaining leave, or improper use of sick leave.
3. Deliberate insubordination or refusal to carry out lawful orders or assignments given.
4. Disruptive behavior, such as:

- a. Inflicting or threatening or attempting to inflict bodily injury on another (except for necessary defense of self or others) while on the job or on Federal premises.
  - b. Discourtesy, disreputable conduct, or use of insulting, abusive or obscene language to or about other individuals while on the job.
5. Sexual harassment of employees or members of the public.
6. Failure to observe precautions for safety, such as failure to use safety equipment when it is provided or ignoring signs, posted rules or regulations, or written or verbal safety instructions.
7. Unauthorized use, possession, or distribution of alcoholic beverages (5 U.S.C. 7352) or controlled substances (e.g., hallucinogens, such as LSD; stimulants, such as cocaine and amphetamines; sedatives, such as barbiturates; narcotics and other drugs or substances, such as hashish and other cannabis substances).
8. Unauthorized gambling; or canvassing, soliciting, or peddling on Government premises.
9. Failure to carry or show proper identification or credentials as required by competent authority; misuse of identification cards or investigative or identification credentials or badges.
10. Failure to disclose (i.e., report) information, when such disclosure is not specifically prohibited by law or Executive Order, that involves (a) violation of law, rule, or regulation, (b) mismanagement or gross waste of funds or abuse of authority, or (c) posing a substantial and specific danger to public health or safety; failure to cooperate in an official Department inquiry.
11. Failure to pay just debts, including taxes to and loans from governmental sources.
12. Deceit or interference in a Civil Service examination (18 U.S.C. 1917) or in connection with a Government personnel action.
13. Fraud or false statements in a Government matter. (18 U.S.C. 1001 through 1003.)
14. Supervisory failure to initiate disciplinary or corrective action when the facts are known and disciplinary or corrective action is warranted.
15. Employment of a member of an organization that advocates the overthrow of our constitutional form of government. (5 U.S.C. 7311; 50 U.S.C. 784.)

B. Concerning Government Funds, Property, Documents, and Records.

1. Actual or attempted embezzlement or theft of Government or personal money or property either directly or through use of Government documents, automated equipment, or other means; actual or attempted embezzlement or theft of the money or property of another person in the possession of an employee by reason of his or her employment. (18 U.S.C. 641 and 654.)
2. Failure to account for public money. (18 U.S.C. 643.)
3. Deliberate falsifying of official time and attendance records; improper use of official travel or forging, counterfeiting, or otherwise falsifying official Government travel records or documents. (18 U.S.C. 508.)
4. False record entries or false reports of money or securities. (18 U.S.C. 2073.)
5. Loss or misuse of or damage to Government property or endangering persons or Government property through carelessness or by willful malicious conduct.
6. Mutilating, destroying, or concealing public records. (18 U.S.C. 2071.)
7. Misuse of penalty (postal) privilege. (18 U.S.C. 1719.)

8. Failure to safeguard administratively confidential, financial, and trade secrets information.
9. Unauthorized use of documents presented or used to procure the payment of money from or by the Government. (18 U.S.C. 285.)
10. Unauthorized use of a Government vehicle; serious or repeated violations of traffic regulations while driving a Government vehicle or a vehicle rented or leased for official Government purposes; reckless driving or improper operation of any Government owned, rented, or leased motor vehicle. (31 U.S.C. 1349[b].)
11. Violations of the Privacy Act, including:
  - a. Willful prohibited disclosure of individually identifiable information in violation of 5 U.S.C. 552a.
  - b. Willfully maintaining a system of records without meeting the notice requirements of the Privacy Act as required by 5 U.S.C. 552a.
12. Violation of regulations concerning the release of classified information, confidential, or security and investigative information. (18 U.S.C. 798 and 1905; 21 U.S.C. 331j; and 50 U.S.C. 783.)

C. Concerning Conflicts of Interest and Related Unethical Conduct:

1. Violations of 18 U.S.C. Chapter 11: Bribery, Graft, and Conflicts of Interest, including:
  - a. Having a direct or indirect financial interest (includes employee ownership of stocks, bonds, or partnership interests in an entity or employment of the employee, his or her spouse, or dependent child) that conflicts with one's Government duties because such entity is either regulated by, has or seeks to do business with the agency, or has any other particular matter with or pending before the agency that may give rise to either an actual conflict or the appearance thereof. (18 U.S.C. 208.)
  - b. Bribery of a public official; soliciting or accepting directly or indirectly anything of monetary value, including gifts, gratuities, favors, entertainment, or loans either as compensation for governmental services or from individuals who are seeking contractual or other business or financial relations with the Department, are conducting operations or activities that are regulated by the Department, or have interests that may be substantially affected by the performance or nonperformance of the employee's official duties; receiving salary or any contribution to or supplementation of salary from a private source as compensation for services for the Government. (18 U.S.C. 201 and 209.)
  - c. Acting as the agent of a foreign principal registered under the Foreign Agents Registration Act. (18 U.S.C. 219.)
2. Engaging, directly or indirectly, in a financial transaction as a result of or primarily relying on information that is obtained through one's official duties and would not be available were the employee not an employee of the Federal Government.
3. Soliciting a contribution from another employee for a gift to an official superior, making a donation as a gift to an official superior, or accepting a gift from an employee receiving less pay than oneself. (5 U.S.C. 7351.)
4. Engaging, without required permission, in outside activities that result in or create the appearance of a conflict of interest.
5. Teaching, lecturing, or writing that depends in specific information obtained as a result of one's Government employment when that information is not otherwise available to the public.
6. Failure to obtain required clearance of an official speech or article.
7. Lobbying with appropriated funds. (18 U.S.C. 1913.)

8. Representation before a Federal agency (other than in the proper discharge of one's official duties) as an agent or attorney in a claim against the United States (or receiving any gratuity or share in any such claim in consideration for assistance given) or as an agent or attorney for anyone before any department, agency, court, or otherwise in connection with any proceeding, application, request for a ruling, or claim on any other particular matter in which the United States is a party or has a direct and substantial interest. (18 U.S.C. 205.) (Note: This section notwithstanding, an employee may, if not in-consistent with the performance of his or her official duties, act without compensation as an agent or attorney for another person who is the subject of any disciplinary or other administrative proceeding or as an agent or attorney for one's parent, spouse, child, or any person or estate for whom or which he or she serves as personal fiduciary except in those matters in which the employee has participated personally and substantially.)

#### D. Concerning Prohibited Political and Election Activities.

1. Activities prohibited by 5 U.S.C. Chapter 73, Subchapter III, including:
  - a. Section 7323, "Political contributions; prohibition."
  - b. Section 7324, "Influencing elections; taking part in political campaigns; prohibitions; exceptions."
2. Activities prohibited by 18 U.S.C. Chapter 29, including:
  - a. Section 594, "Intimidation of voters."
  - b. Section 597, "Expenditures to influence voting."
  - c. Section 598, "Coercion by means of relief appropriations."
  - d. Section 600, "Promise of employment or other benefit for political activity."
  - e. Section 601, "Deprivation of employment or other benefit for political contribution."
  - f. Section 602, "Solicitation of political contributions."
  - g. Section 604, "Solicitation from persons on relief."
  - h. Section 606, "Intimidation to secure political contributions."

#### E. Concerning Prohibited Personnel Practices.

1. Commission of a prohibited personnel practice (as defined in 5 U.S.C. 2302[b] [1-11]); that is, any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority, commit any of the following practices:
  - a. Discriminate for or against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation.
  - b. Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of (1) an evaluation of the work performance ability, aptitude, or general qualifications of such individual or (2) an evaluation of the character, loyalty, or suitability of such individual.
  - c. Coerce the political activity of any person (including the providing of any political contribution or service) or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity.
  - d. Deceive or willfully obstruct any person with respect to such person's right to compete for employment.

- e. Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment.
- f. Grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment.
- g. Appoint, employ, promote, advance, or advocate for appointment, employment, pro-motion, or advancement, in or to a civilian position any individual who is a relative (as defined in 5 U.S.C. 3110) when the civilian position is in the Department or under his or her jurisdiction or control.
- h. Take or fail to take a personnel action with respect to any employee or applicant for employment as a reprisal for the lawful disclosure of information.
- i. Take or fail to take any personnel action against an employee or applicant for employment as a reprisal for the exercise of any appeal right granted by any law, rule, or regulation (including HHS Instructions and issuances).
- j. Discriminate for or against any employee or applicant for employment on the basis of conduct that does not adversely affect the performance of the employee or applicant or the performance of others (except criminal conviction in determining suit-ability or fitness).
- k. Take or fail to take any personnel action when the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning the merit system principles (as set forth in 5 U.S.C. 2301).

[53 FR 4410, Feb. 16, 1988]

*Updated: 5/20/15*





## DEPARTMENT OF HEALTH & HUMAN SERVICES

### MEMORANDUM

Aberdeen Area  
Indian Health Service  
Federal Building, Room 309  
115 4<sup>th</sup> Ave. SE  
Aberdeen, SD 57401

**AUG - 8 2013**

DATE:

TO: All Aberdeen Area Civil Service Employees and Commission Corps Officers  
All Contractors, Volunteers and Other Providers

FROM: Acting Area Director

SUBJECT: Courtesy and Respect in the Workplace Policy

The single most important thing we can offer our patients, customers and coworkers is courtesy and respect in our daily interactions.

No matter what your job title, grade, duties or responsibilities are, your number one job is to perform those duties and responsibilities in a manner that is consistent with the standards of conduct outlined in the Department's Standards of Conduct, Subpart C - Conduct on the Job, 73.735-301 Courtesy and consideration for others. This Subpart reads as follows:

- (a) An employee's conduct on the job is, in all respects, of concern to the Federal Government. Courtesy, consideration, and promptness in dealing with the public must be shown in carrying out official responsibilities, and actions which deny the dignity of individuals or conduct which is disrespectful to others must recognize that inattention to matters of common courtesy can adversely affect the quality of service the Department is responsible for providing.
- (b) Of equal importance is the requirement that courtesy is shown in daily interaction with coworkers. Employees shall be polite to and considerate of other employees and shall respect their needs and concerns in the work environment.

I expect each individual who works for the Aberdeen Area IHS to adhere to these requirements. I expect each supervisor and/or manager to hold their subordinates responsible for meeting this standard and taking appropriate corrective action when individuals violate it. I also expect management to take appropriate corrective action when first line supervisors fail to exercise their supervisory responsibilities.

While I am emphasizing only one of the sections under Subpart C, I expect each supervisor and manager to become familiar with the entire subpart. I also expect each supervisor to assure that anyone over whom they exercise supervisory control is knowledgeable of and adhere to all aspects of the Standards of Conduct. You may access a copy of the HHS Standards of Conduct by following this link: <http://ethics.od.nih.gov/lawreg/hhs-resid-std.htm#301>

I am issuing this policy memorandum to demonstrate my commitment to assuring courtesy, respect and dignity in the work place. Everyone from patients, clients, customers and employees have the right to expect a professional environment when they walk through the doors of any Aberdeen Area IHS facility.

This memorandum is to be distributed "desk to desk" with supervisors assuring that each employee, officer, contractor and/or volunteer has knowledge of it and initials a copy of the memorandum. Chief Executive Officer and Division Directors are to assure that this memorandum is posted in appropriate places in plain sight of anyone entering their work area.

If you have questions or need assistance, you may contact the Regional Human Resource Office, Employee /Labor Relations staff by calling (605) 226-7553.

A handwritten signature in dark ink, appearing to read 'Ron Cornelius', with a long horizontal flourish extending to the right.

Ron Cornelius

**Special General Memorandum 95-4**

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Indian Health Service  
Rockville MD 20857

SGM 95-4

JUN 1, 1995

TO: Indian Health Service Employees  
FROM: Director  
SUBJECT: Workplace Violence

*I am fully committed to ensuring that the work environment for all Indian Health Service (IHS) employees is healthy, safe, and secure from acts or threats of violence. To accomplish this, I am establishing a zero tolerance policy on Workplace Violence (WPV) that applies equally to the behavior of all employees, contractors and others with whom we work.*

*Our work environment must be free from all forms of violence and acts of intimidation, including harassment, threats, altercations, or assault. You are reminded that such conduct by IHS employees will not be tolerated and known incidents should be reported immediately to management officials. I expect all employees to act in a manner that is respectful and courteous to the public, as well as to fellow employees.*

*The IHS is not a high-risk environment for WPV, but this Agency is not immune. Many of us work in environments where the risks for violence may be higher than in the traditional office setting. I have taken this position to heighten awareness and to assist in the prevention of violent incidents at all IHS facilities. To enforce this policy through Agency management officials, staff who commit or threaten violent acts or acts of intimidation in the workplace will be subject to governing policies and procedures for addressing employee misconduct. In addition, if warranted, misconduct will be referred to local police and legal authorities for possible action.*

*Agency collective bargaining officials (CBO) must provide a copy of this memorandum to unions and meet existing bargaining unit obligations before implementing WPV policy. I encourage CBOs to meet with existing bargaining unit representatives to develop a strong labor-management partnership to prevent WPV.*

*I urge you to join me and your co-workers in actively creating and supporting a work environment that is safe, supportive, and free from WPV. These are difficult and stressful times for many of us, so awareness and early intervention are critical steps in the prevention process. If you have any questions or need assistance, please contact your local human resources staff.*

/Michael Trujillo, MD, MPH/  
Michael H. Trujillo, M.D., M.P.H.  
Assistant Surgeon General



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

## Memorandum

Received  
JUN 16 1995

**JUN 12, 1995**

**FROM:** Assistant Secretary for Health  
**SUBJECT:** Violence in the Workplace  
**TO:** PHS Agency Heads  
Acting Surgeon General  
Deputy Assistant Secretaries for Health  
PHS Agency Executive Officers  
PHS Staff Office Directors  
PHS Regional Health Administrators

*The news media remind us almost daily that we live in an environment that is becoming increasingly more violent. Many of our employees have been exposed to violence or threats of violence in their daily lives, and a significant number are concerned about the potential for violence in the workplace. For these reasons, I believe it is important to set forth PHS policy on this subject.*

*Employees shall be protected as fully as possible from assaults, threats, intimidation, and harassment while at the work site. Thus, it is essential that we make clear to all PHS employees that violence, threats of violence, intimidating and otherwise similar disruptive behavior are unacceptable conduct that will not be tolerated. This policy also applies to contractors who are not employees but who work in PHS facilities.*

*In order to minimize the potential for violence in the workplace and to ensure that prompt corrective action can be taken when it does occur, anyone working in PHS facilities, who witnesses or becomes aware of threats or acts of violence from any source must immediately report what he/she has observed or learned to appropriate agency officials, as set forth below, and/or law enforcement authorities. Employees are also expected to cooperate fully in any subsequent investigations. We do not want employees to place themselves at unnecessary personal risk in dangerous situations; however, we expect them to make immediate contact with an agency official who can respond appropriately, such as a supervisor, security officer, EEO or human resource officials.*

*In turn, officials receiving these reports are required to immediately and appropriately act upon them.*

*If anyone observes a violent act or a threat posing imminent danger, his/her immediate response should be to call 911. Immediately thereafter, he/she should inform his/her supervisor and the appropriate security office.*

*Please distribute the attached policy statement to all employees in your organization and ensure that the issue of workplace violence and this policy are discussed in staff meetings so that any questions or concerns about implementation of the policy can be promptly addressed. The implementation of a comprehensive PHS Workplace Violence Prevention Program is a priority for me, and all employees, supervisors and managers are expected to support this initiative on a continuing basis. A PHS task force, comprised of representatives of a variety of disciplines from all PHS agencies, has been convened for this purpose. The task force will develop a plan of action to address this critical issue in detail.*

*Our intention is to make the workplace safe where dignity, respect, and fairness are basic human rights. PHS employees, who commit or threaten to commit violent acts or acts of intimidation against anyone in the workplace, will be disciplined in accordance with governing policies and procedures for addressing employee misconduct and/or referred for action as appropriate under local and state law.*

*Collective Bargaining Officials should provide a copy of the PHS policy statement and this memorandum to recognized unions. Any obligation to negotiate must be satisfied before distributing or implementing the policy within existing bargaining units.*

*/Phillip R. Lee/*

*Phillip R. Lee, M.D.*

*Attachment*

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**U.S. PUBLIC HEALTH SERVICE  
POLICY STATEMENT ON VIOLENCE IN THE WORKPLACE**

*Threatening, intimidating, violent or similar disruptive behavior in the workplace is unacceptable conduct. It is the policy of the Public Health Service (PHS) that there will be zero tolerance for such acts. PHS will take appropriate action necessary to ensure that every employee has a work environment: free from threatening behavior and violence.*

*Date: JUN 12 1995*

*/Phillip R. Lee/  
Phillip R. Lee, M.D.  
Assistant Secretary for Health*

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"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5377  
Daniel W. Simms Division of | Revision No.: 20  
Director Wage Determinations | Date Of Last Revision: 07/15/2022

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 | With certain exceptions Executive Order |  
after January 30 2022 or the | 14026 applies to the contract. |  
contract is renewed or extended (e.g. | The contractor must pay all covered workers |  
an option is exercised) on or after | at least \$15.00 per hour (or the applicable |  
January 30 2022: | wage rate listed on this wage determination |  
| if it is higher) for all hours spent |  
| performing on the contract in 2022. |

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

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

State: South Dakota

Area: South Dakota Counties of Bennett Butte Corson Dewey Fall River  
Gregory Haakon Harding Jackson Jones Lawrence Lyman Mellette Perkins  
Shannon Stanley Todd Tripp Ziebach

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.07***	
01012 - Accounting Clerk II	15.80	
01013 - Accounting Clerk III	17.67	

01020 - Administrative Assistant	18.63
01035 - Court Reporter	16.08
01041 - Customer Service Representative I	13.21***
01042 - Customer Service Representative II	14.41***
01043 - Customer Service Representative III	16.17
01051 - Data Entry Operator I	11.73***
01052 - Data Entry Operator II	12.80***
01060 - Dispatcher Motor Vehicle	14.98***
01070 - Document Preparation Clerk	12.80***
01090 - Duplicating Machine Operator	12.80***
01111 - General Clerk I	12.91***
01112 - General Clerk II	14.09***
01113 - General Clerk III	15.81
01120 - Housing Referral Assistant	17.92
01141 - Messenger Courier	10.44***
01191 - Order Clerk I	11.73***
01192 - Order Clerk II	12.80***
01261 - Personnel Assistant (Employment) I	14.49***
01262 - Personnel Assistant (Employment) II	17.00
01263 - Personnel Assistant (Employment) III	18.08
01270 - Production Control Clerk	17.92
01290 - Rental Clerk	13.29***
01300 - Scheduler Maintenance	14.38***
01311 - Secretary I	14.38***
01312 - Secretary II	16.08
01313 - Secretary III	17.92
01320 - Service Order Dispatcher	13.40***
01410 - Supply Technician	18.63
01420 - Survey Worker	14.28***
01460 - Switchboard Operator/Receptionist	13.81***
01531 - Travel Clerk I	12.84***
01532 - Travel Clerk II	13.64***
01533 - Travel Clerk III	14.46***
01611 - Word Processor I	12.80***
01612 - Word Processor II	14.38***
01613 - Word Processor III	16.08
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.61
05010 - Automotive Electrician	18.01
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.17
05110 - Mobile Equipment Servicer	15.41
05130 - Motor Equipment Metal Mechanic	18.87
05160 - Motor Equipment Metal Worker	17.17
05190 - Motor Vehicle Mechanic	18.87
05220 - Motor Vehicle Mechanic Helper	14.52***
05250 - Motor Vehicle Upholstery Worker	16.29
05280 - Motor Vehicle Wrecker	17.17
05310 - Painter Automotive	18.01
05340 - Radiator Repair Specialist	17.17
05370 - Tire Repairer	13.72***
05400 - Transmission Repair Specialist	18.87
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.74***

07041 - Cook I	14.27***
07042 - Cook II	16.39
07070 - Dishwasher	11.21***
07130 - Food Service Worker	11.45***
07210 - Meat Cutter	14.44***
07260 - Waiter/Waitress	11.09***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.11
09040 - Furniture Handler	15.19
09080 - Furniture Refinisher	23.11
09090 - Furniture Refinisher Helper	18.07
09110 - Furniture Repairer Minor	20.96
09130 - Upholsterer	23.11
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.35***
11060 - Elevator Operator	13.92***
11090 - Gardener	17.02
11122 - Housekeeping Aide	13.92***
11150 - Janitor	13.92***
11210 - Laborer Grounds Maintenance	13.22***
11240 - Maid or Houseman	11.26***
11260 - Pruner	11.90***
11270 - Tractor Operator	15.75
11330 - Trail Maintenance Worker	13.22***
11360 - Window Cleaner	15.47
12000 - Health Occupations	
12010 - Ambulance Driver	14.42***
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	23.54
12020 - Dental Assistant	18.21
12025 - Dental Hygienist	36.54
12030 - EKG Technician	27.63
12035 - Electroneurodiagnostic Technologist	27.63
12040 - Emergency Medical Technician	14.42***
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	15.81
12130 - Medical Laboratory Technician	25.90
12160 - Medical Record Clerk	20.04
12190 - Medical Record Technician	22.42
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	11.38***
12222 - Nursing Assistant II	12.79***
12223 - Nursing Assistant III	13.96***
12224 - Nursing Assistant IV	15.67
12235 - Optical Dispenser	15.57
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	17.64
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	28.44
12311 - Registered Nurse I	24.07



12312 - Registered Nurse II	29.44
12313 - Registered Nurse II Specialist	29.44
12314 - Registered Nurse III	35.61
12315 - Registered Nurse III Anesthetist	35.61
12316 - Registered Nurse IV	42.69
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	20.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	13.72***
13012 - Exhibits Specialist II	17.00
13013 - Exhibits Specialist III	20.78
13041 - Illustrator I	13.72***
13042 - Illustrator II	17.00
13043 - Illustrator III	20.78
13047 - Librarian	18.82
13050 - Library Aide/Clerk	10.92***
13054 - Library Information Technology Systems Administrator	17.00
13058 - Library Technician	12.29***
13061 - Media Specialist I	13.02***
13062 - Media Specialist II	14.56***
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70***
13072 - Photographer II	14.21***
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	12.78***
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.44
14042 - Computer Operator II	17.27
14043 - Computer Operator III	20.50
14044 - Computer Operator IV	21.52
14045 - Computer Operator V	27.05
14071 - Computer Programmer I	(see 1) 19.39
14072 - Computer Programmer II	(see 1) 24.01
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	15.44
14160 - Personal Computer Support Technician	26.10
14170 - System Support Specialist	28.90
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.94
15020 - Aircrew Training Devices Instructor (Rated)	36.22
15030 - Air Crew Training Devices Instructor (Pilot)	43.42
15050 - Computer Based Training Specialist / Instructor	29.94
15060 - Educational Technologist	31.16
15070 - Flight Instructor (Pilot)	43.42
15080 - Graphic Artist	17.93
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.42

15086 - Maintenance Test Pilot Rotary Wing	43.42	
15088 - Non-Maintenance Test/Co-Pilot	43.42	
15090 - Technical Instructor	18.87	
15095 - Technical Instructor/Course Developer	23.08	
15110 - Test Proctor	15.23	
15120 - Tutor	15.23	
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler	10.88***	
16030 - Counter Attendant	10.88***	
16040 - Dry Cleaner	12.44***	
16070 - Finisher Flatwork Machine	10.88***	
16090 - Presser Hand	10.88***	
16110 - Presser Machine Drycleaning	10.88***	
16130 - Presser Machine Shirts	10.88***	
16160 - Presser Machine Wearing Apparel Laundry	10.88***	
16190 - Sewing Machine Operator	12.96***	
16220 - Tailor	13.48***	
16250 - Washer Machine	11.40***	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	24.98	
19040 - Tool And Die Maker	31.02	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.53	
21030 - Material Coordinator	20.60	
21040 - Material Expediter	20.60	
21050 - Material Handling Laborer	13.68***	
21071 - Order Filler	12.04***	
21080 - Production Line Worker (Food Processing)	17.53	
21110 - Shipping Packer	15.86	
21130 - Shipping/Receiving Clerk	15.86	
21140 - Store Worker I	12.60***	
21150 - Stock Clerk	17.17	
21210 - Tools And Parts Attendant	17.53	
21410 - Warehouse Specialist	17.53	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	28.04	
23019 - Aircraft Logs and Records Technician	21.91	
23021 - Aircraft Mechanic I	26.51	
23022 - Aircraft Mechanic II	28.04	
23023 - Aircraft Mechanic III	29.56	
23040 - Aircraft Mechanic Helper	18.90	
23050 - Aircraft Painter	24.98	
23060 - Aircraft Servicer	21.91	
23070 - Aircraft Survival Flight Equipment Technician	24.98	
23080 - Aircraft Worker	23.45	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.45	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.51	
23110 - Appliance Mechanic	24.98	
23120 - Bicycle Repairer	18.88	
23125 - Cable Splicer	38.48	
23130 - Carpenter Maintenance	17.51	
23140 - Carpet Layer	23.45	

23160 - Electrician Maintenance	22.80
23181 - Electronics Technician Maintenance I	23.45
23182 - Electronics Technician Maintenance II	24.98
23183 - Electronics Technician Maintenance III	26.51
23260 - Fabric Worker	21.91
23290 - Fire Alarm System Mechanic	26.51
23310 - Fire Extinguisher Repairer	20.41
23311 - Fuel Distribution System Mechanic	37.49
23312 - Fuel Distribution System Operator	29.28
23370 - General Maintenance Worker	18.70
23380 - Ground Support Equipment Mechanic	26.51
23381 - Ground Support Equipment Servicer	21.91
23382 - Ground Support Equipment Worker	23.45
23391 - Gunsmith I	20.41
23392 - Gunsmith II	23.45
23393 - Gunsmith III	26.51
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.08
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.36
23430 - Heavy Equipment Mechanic	26.51
23440 - Heavy Equipment Operator	22.60
23460 - Instrument Mechanic	26.51
23465 - Laboratory/Shelter Mechanic	24.98
23470 - Laborer	13.68***
23510 - Locksmith	24.98
23530 - Machinery Maintenance Mechanic	27.05
23550 - Machinist Maintenance	24.52
23580 - Maintenance Trades Helper	18.90
23591 - Metrology Technician I	26.51
23592 - Metrology Technician II	28.04
23593 - Metrology Technician III	29.56
23640 - Millwright	26.51
23710 - Office Appliance Repairer	24.98
23760 - Painter Maintenance	17.78
23790 - Pipefitter Maintenance	23.50
23810 - Plumber Maintenance	22.14
23820 - Pneudraulic Systems Mechanic	26.51
23850 - Rigger	26.51
23870 - Scale Mechanic	23.45
23890 - Sheet-Metal Worker Maintenance	26.51
23910 - Small Engine Mechanic	23.45
23931 - Telecommunications Mechanic I	29.74
23932 - Telecommunications Mechanic II	31.45
23950 - Telephone Lineman	24.81
23960 - Welder Combination Maintenance	18.17
23965 - Well Driller	24.52
23970 - Woodcraft Worker	26.51
23980 - Woodworker	20.41
24000 - Personal Needs Occupations	
24550 - Case Manager	14.30***
24570 - Child Care Attendant	10.74***
24580 - Child Care Center Clerk	13.39***
24610 - Chore Aide	13.39***

24620 - Family Readiness And Support Services Coordinator	14.30***
24630 - Homemaker	15.00
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.51
25040 - Sewage Plant Operator	22.34
25070 - Stationary Engineer	26.51
25190 - Ventilation Equipment Tender	18.90
25210 - Water Treatment Plant Operator	22.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.88
27007 - Baggage Inspector	14.50***
27008 - Corrections Officer	18.99
27010 - Court Security Officer	19.90
27030 - Detection Dog Handler	16.22
27040 - Detention Officer	18.99
27070 - Firefighter	20.54
27101 - Guard I	14.50***
27102 - Guard II	16.22
27131 - Police Officer I	20.26
27132 - Police Officer II	22.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.44***
28042 - Carnival Equipment Repairer	15.60
28043 - Carnival Worker	10.91***
28210 - Gate Attendant/Gate Tender	19.00
28310 - Lifeguard	11.34***
28350 - Park Attendant (Aide)	21.25
28510 - Recreation Aide/Health Facility Attendant	15.50
28515 - Recreation Specialist	26.32
28630 - Sports Official	16.91
28690 - Swimming Pool Operator	17.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.45
29020 - Hatch Tender	23.45
29030 - Line Handler	23.45
29041 - Stevedore I	21.91
29042 - Stevedore II	24.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	15.52
30022 - Archeological Technician II	17.37
30023 - Archeological Technician III	21.51
30030 - Cartographic Technician	21.51
30040 - Civil Engineering Technician	21.19
30051 - Cryogenic Technician I	23.83
30052 - Cryogenic Technician II	26.32
30061 - Drafter/CAD Operator I	15.52
30062 - Drafter/CAD Operator II	17.37
30063 - Drafter/CAD Operator III	19.36
30064 - Drafter/CAD Operator IV	23.83
30081 - Engineering Technician I	13.83***

30082 - Engineering Technician II	15.52	
30083 - Engineering Technician III	17.37	
30084 - Engineering Technician IV	21.51	
30085 - Engineering Technician V	26.32	
30086 - Engineering Technician VI	31.84	
30090 - Environmental Technician	20.79	
30095 - Evidence Control Specialist	21.51	
30210 - Laboratory Technician	19.36	
30221 - Latent Fingerprint Technician I	23.83	
30222 - Latent Fingerprint Technician II	26.32	
30240 - Mathematical Technician	21.51	
30361 - Paralegal/Legal Assistant I	20.19	
30362 - Paralegal/Legal Assistant II	25.01	
30363 - Paralegal/Legal Assistant III	30.60	
30364 - Paralegal/Legal Assistant IV	37.02	
30375 - Petroleum Supply Specialist	26.32	
30390 - Photo-Optics Technician	20.20	
30395 - Radiation Control Technician	26.32	
30461 - Technical Writer I	21.51	
30462 - Technical Writer II	26.32	
30463 - Technical Writer III	31.84	
30491 - Unexploded Ordnance (UXO) Technician I		26.22
30492 - Unexploded Ordnance (UXO) Technician II		31.73
30493 - Unexploded Ordnance (UXO) Technician III		38.03
30494 - Unexploded (UXO) Safety Escort		26.22
30495 - Unexploded (UXO) Sweep Personnel		26.22
30501 - Weather Forecaster I	23.83	
30502 - Weather Forecaster II	28.99	
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	19.36
30621 - Weather Observer Senior	(see 2)	21.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.73	
31020 - Bus Aide	12.12***	
31030 - Bus Driver	16.74	
31043 - Driver Courier	16.63	
31260 - Parking and Lot Attendant	12.56***	
31290 - Shuttle Bus Driver	17.01	
31310 - Taxi Driver	14.24***	
31361 - Truckdriver Light	17.96	
31362 - Truckdriver Medium	19.28	
31363 - Truckdriver Heavy	20.93	
31364 - Truckdriver Tractor-Trailer	20.93	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.47	
99030 - Cashier	10.89***	
99050 - Desk Clerk	11.31***	
99095 - Embalmer	26.22	
99130 - Flight Follower	26.22	
99251 - Laboratory Animal Caretaker I	13.76***	
99252 - Laboratory Animal Caretaker II	14.86***	
99260 - Marketing Analyst	25.78	
99310 - Mortician	26.22	
99410 - Pest Controller	21.65	

99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	15.78
99711 - Recycling Specialist	18.80
99730 - Refuse Collector	14.20***
99810 - Sales Clerk	13.90***
99820 - School Crossing Guard	14.11***
99830 - Survey Party Chief	20.67
99831 - Surveying Aide	13.31***
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	14.12***
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89***

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

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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 10 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))."