

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0040618842		PAGE OF 1 75		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 140L6223Q0034		6. SOLICITATION ISSUE DATE 09/05/2023	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Crystal Martinez			b. TELEPHONE NUMBER (No collect calls) 3077756336		8. OFFER DUE DATE/LOCAL TIME 09/19/2023 1400 MD	
9. ISSUED BY  BLM WY-STATE OFC BUS MGMT BR(WY951) 5353 YELLOWSTONE RD. CHEYENNE WY 82009				CODE LYA  10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: 561720 SIZE STANDARD: \$22				
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  BLM-WY Nat'l Historic Trls Int. Ctr 1501 North Poplar Street Casper WY 82601				CODE 0005002704  16. ADMINISTERED BY  BLM WY-STATE OFC BUS MGMT BR(WY951) 5353 YELLOWSTONE RD. CHEYENNE WY 82009				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	NHTIC Janitorial Services Base Year + 2 Option Years  All quotes must be submitted to Crystal Martinez via email at crystalm@blm.gov. All questions must also be submitted by email and must include solicitation number and title.  CO: Crystal Martinez, (307) 775-6336, crystalm@blm.gov  (Use Reverse and/or Attach Additional Sheets as Necessary)							
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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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)			31c. DATE SIGNED	
				Crystal Martinez				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Base Year: 10/01/2023 - 09/30/2024 Option Year 1: 10/01/2024 - 09/30/2025 Option Year 2: 10/01/2025 - 09/30/2026 Period of Performance: 10/01/2023 to 09/30/2024				
00010	NHTIC Janitorial Services Base Year Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL				
00020	NHTIC Janitorial Services Option Year 1 (Option Line Item) Anticipated Exercise Date 08/01/2024 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Period of Performance: 10/01/2023 to 09/30/2025				
00030	NHTIC Janitorial Services Option Year 2 (Option Line Item) Anticipated Exercise Date 08/01/2025 Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL Period of Performance: 10/01/2025 to 09/30/2026				

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  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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

**Combined Synopsis/Solicitation**

- i. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [subpart 12.6](#), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.
- ii. The solicitation number and a statement that the solicitation is issued as a request for quotation (RFQ).
- iii. A statement that the solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular \_2023-04, June 02, 2023\_.
- iv. This solicitation is being issued as small business set-aside.
- v. This combined synopsis/solicitation is for the purchase of the following commercial services:
  - a. Janitorial Services
- vi. A detailed description can be found in the Statement of Work (SOW) in the solicitation package.
- vii. Delivery shall occur from 10/01/2023 through 09/30/2024 to the following office:

BLM-WY National Historic Trails Int. Ctr  
1501 North Poplar Street  
Casper, WY 82601
- viii. FAR [52.212-1](#), Instructions to Offerors-Commercial, does apply to this acquisition.
- ix. FAR [52.212-2](#), Evaluation-Commercial Items does apply to this solicitation.
- x. Offerors shall include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items with its offer.
- xi. A statement that the clause at [52.212-4](#), Contract Terms and Conditions-Commercial Items, applies to this acquisition and a statement regarding any addenda to the clause.
- xii. A statement that the clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items, applies to this acquisition and a statement regarding which, if any, of the additional FAR clauses cited in the clause are applicable to the acquisition.
- xiii. The BLM intends to award a firm fixed price contract for this procurement. Delivery payments will be authorized per the payment schedule in the SOW.
- xiv. The Defense Priorities and Allocations System (DPAS) does not apply.
- xv. Quotes are due via email to [crystalm@blm.gov](mailto:crystalm@blm.gov) no later than 2:00 PM MDT September 19, 2023. Questions are due via email to [crystalm@blm.gov](mailto:crystalm@blm.gov) no later than 12:00 PM MDT September 13, 2023.

For information on this solicitation, contact the Contract Specialist, Crystal Martinez, at [crystalm@blm.gov](mailto:crystalm@blm.gov)

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### **Clauses by Full Text**

#### **DOI AAAP-0050 V2 Notice to Contractors- Contractor Performance Assessment Reporting System (December 2015)**

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.



- 4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
- 5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.
- a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
- b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
- c) All information provided should be reviewed for accuracy prior to submission.
- d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
- e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.
- f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
- 6) The following guidelines apply concerning your use of the past performance evaluation:
- a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
- b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- 7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
- 8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Clause)

**52.204-1 Approval of Contract (Dec 1989)**

This contract is subject to the written approval of *Contract Officer* and shall not be binding until so approved.

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Jun 2023)**

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV

2021) ( [41 U.S.C. 3509](#))).

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

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

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

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

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

\_\_\_ (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

\_X\_ (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).

\_\_\_ (11) [Reserved].

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

\_\_\_ (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_ (14) [Reserved]

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

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

\_\_\_ (16) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

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

\_\_\_ (17) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022)

( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_ (18) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022)  
( [15 U.S.C. 637\(d\)\(4\)](#)).

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

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

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

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

**\_X\_ (19) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).**

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

\_\_ (20) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ( [15 U.S.C. 637s](#)).

\_\_ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ( [15 U.S.C. 657f](#)).

**\_X\_ (23) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).**

\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).

\_\_ (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022)  
( [15 U.S.C. 637\(m\)](#)).

\_\_ (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).

\_\_ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_ (27) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

**\_X\_ (28) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).**

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

**\_X\_ (30) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).**

X   (31) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

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

  X   (32) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

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

  X   (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

       (ii) Alternate I (JUL 2014) of [52.222-36](#).

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

  X   (36) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

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

  X   (37) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

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

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

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

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

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

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

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

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

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

\_\_ (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

**\_X\_ (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).**

\_\_ (46) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_ (48) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

\_\_ (49) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).

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

\_\_ (50) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_ (ii) Alternate I [Reserved].

\_\_ (iii) Alternate II (DEC 2022) of [52.225-3](#).

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

\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).

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

**\_X\_ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

\_\_ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

\_\_\_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

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

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

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

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

\_\_\_ (61) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

X (3) [52.222-43](#), **Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)** (AUG

2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

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

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

\_X\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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

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

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

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

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

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

(e)

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



Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
- (xiv) (A) [52.222-50](#), Combating Trafficking in Persons (NOV

2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

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

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

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

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

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

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

(xx)

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

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

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

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

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

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

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

(End of clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *30 days*.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within *30 days*; 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 *42 Months*.

(End of clause)

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

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

(End of clause)

**52.252-6 -- Authorized Deviations in Clauses (Apr 1984)**

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

(End of clause)

**DIAR 1452.201-70 Authorities and Delegations (SEP 2011)**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

**DIAR 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE INTERIOR  
(July 1996)**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

Workers' Compensation and Employer's Liability - **\$100,000**

General Liability - **\$500,000**

Automobile Liability:

**\$200,000** per person

**\$500,000** per occurrence for bodily injury

**\$20,000** per occurrence property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

**Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP)  
(April 2013) DOI- AAAP-0028**

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

“Payment request” means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions—Commercial Items included in commercial contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: **Company Invoice. Please make sure company invoice references the contract number.**

The Contractor must use the IPP website to register, access, and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3--5 business days of the contract award date. Contractor assistance with enrollment can

be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its quote or quotation.

### **Provisions by Full Text**

#### **52.204-20 Predecessor of Offeror (Aug 2020)**

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

*Commercial and Government Entity (CAGE) code* means—

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

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

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

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

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

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

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

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

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

(End of provision)

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)**

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—



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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

## **52.204-26 Covered Telecommunications Equipment or Services-Representation. (Oct 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) (1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

## **52.209-5 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)

## **52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

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

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* 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).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

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

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

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

determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

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

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

(End of provision)

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

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

Evaluation and Award Factors

### **1. Introduction:**

All proposals received will be evaluated carefully. The Contracting Officer will separate the technical, past performance, and cost proposals and will appoint a Technical Proposal Evaluation Committee (TPEC) consisting of BLM personnel to assist in the proposal evaluation.

### **Basis for contract award.**

This is a competitive best value source selection. The Government will select the best overall proposal based upon an integrated assessment of technical capability, past performance, and price. This may result in award to a higher-rated, higher-priced offeror, where the decision is consistent with the evaluation factors and the Contracting Officer reasonably determines that the technical superiority, overall business approach or superior past performance of a higher-priced proposal outweighs the price difference. While the source selection evaluation team will strive for maximum objectivity, the source selection process by its nature is subjective. To be eligible for award, the offeror must be deemed responsible in accordance with FAR 9.104; provide all documentation/information required in the instruction section of this solicitation, meet all requirements of the solicitation, and conform to all required terms and conditions. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

### Number of contracts to be awarded.

The Government intends to award a single contract to the offeror that provides the best overall value to the Government based on the evaluation criteria of this solicitation.

### Relative Importance of Factors.

Factor 1: Technical Proposal is more important than Factor 2: Past Performance which is more important than Factor 3: Price. When combined, Factors 1 and 2 are significantly more important than Factor 3. However, the Factor 3, Price factor is still a major consideration in the source selection decision. The price factor may become more significant in contributing to the source selection decision if competing proposals offer comparably evaluated technical proposal and past performance assessment.

## 2. Evaluation Process:

- a. **Technical Evaluation:** Each member of the TPEC shall receive and independently evaluate a copy of each technical proposal without knowledge of the cost proposals. TPEC members will score each technical proposal according to the evaluation criteria set forth below and then will collectively evaluate the proposals.

**Ratings.** Based upon the Government's evaluation of the proposal, a technical proposal adjectival rating will be assigned which reflects the extent to which the proposal meets or exceeds the Government's specified performance and capability requirements considering any strengths, deficiencies, and weaknesses associated with the technical capabilities.

The adjectival ratings shown below will be used to evaluate Factor 1: Technical Proposal. The adjectival rating depicts how well the offeror's proposal meets the Technical Proposal requirements and the level of risk assessed.

Adjectival Rating	Description
Outstanding	Proposal meets requirements and indicates exceptional capabilities and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates good capabilities and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates adequate capabilities and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

Marginal	Proposal does not clearly meet requirements and has not demonstrated adequate capabilities and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

#### Subfactor 1- Quality Control Plan

- a. How will the Contractor ensure that the requirements & performance standards will be met?
- b. How will the Contractor accomplish project management, inspections, process improvement, correction of deficiencies, and green initiative compliance?
- c. QCP Inspection Checklist: are all areas of service included? How will the Contractor provide QC for the checklist?
- d. Does the QCP include schedule of periodic services, showing by month when the services will be performed?

#### Subfactor 2- Contingency Plan

- a. How does the Contractor plan to provide uninterrupted services when employees are absent?
- b. How does the Contractor plan to recruit and retain qualified individuals?

#### Subfactor3- Past Performance

- a. Demonstrated professional past performance in janitorial services. Past performance factors considered will be schedule, management of employees and deliverables, quality of previous work of this type, and references from previous or current contracts.
- b. Past Performance Evaluation:

Past performance shall provide adequate information describing the offeror's previous experience in **Janitorial Services** within the **past three years from the issuance date of this RFP**. The offeror shall also list **all contracts** performed in the **past three years from issue date of this RFP** that are of the same magnitude and complexity of this project. In addition, the Government may solicit past performance on contracts not listed by the offeror. If an offeror does not have any past performance information to submit as the entity under which the proposal is being submitted, then the offeror should submit past performance data identified above under which the offeror's key personnel have worked. If the offeror claims there is no past performance, then that status must be identified to the Contracting Officer no later than the proposal due date and time.

- (1) Provide a summary of the previous contracts described above. The summary must



include:

- (a) Name of project (contract number, if applicable)
- (b) Name and address of customer or government agency
- (c) Name and telephone number of customer contact or contracting officer
- (d) Dollar value and period of performance
- (e) Description of work performed

(2) Provide statements, letters, reports, or evaluations from prior customers indicating the level and quality of past performance on the above contracts.

(3) Email attached Past Performance Questionnaire (Appendix 1 to this Section) to all past performance references listed above and instruct them to return completed questionnaire directly to:

Crystal Martinez at [crystalm@blm.gov](mailto:crystalm@blm.gov)

Evaluation of Past Performance assesses the offeror's ability to provide services required in this solicitation. Recent and relevant past performance references provided by the offeror will be evaluated. To be considered recent performance must have been within the last three years and to be relevant references shall be performance that is similar in scope and complexity of the services identified in the SOW. Past performance that fails recent and relevant conditions may not be evaluated or included in the final rating. Past performance will be evaluated to assess how well the offeror has successfully managed and performed contracts similar in nature and complexity of this acquisition. Evaluation will take into consideration the offeror's experience and capabilities to perform services as outlined in the SOW. Past Performance information can be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), or other databases; interviews with Contracting Officers and Contracting Officer's Representatives. Any or all of these sources may be used in this evaluation to obtain a complete picture of past performance, in addition to past performance references provided by the offerors.

Past Performance provided will be assigned a Past Performance Confidence Assessment Rating as indicated in the table below.

<b>PERFORMANCE CONFIDENCE ASSESSMENTS</b>	
<b>Rating</b>	<b>Description</b>
SUBSTANTIAL CONFIDENCE	Based on the offeror's performance record, the government has a high expectation that the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has an expectation that the offeror will successfully perform the required effort.
LIMITED CONFIDENCE	Based on the offeror's performance record, the government has a low expectation that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, the government has no expectation that the offeror will be able to successfully perform the required effort.

UNKNOWN CONFIDENCE	No performance record is identifiable, or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.
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- c. Price Evaluation: Adjectival ratings shall not be used for offeror's price proposal. The price evaluation will assess each offeror's unit price and total contract value (base and all options) to determine fair and reasonableness. It is anticipated that there will be adequate price competition; therefore, no additional data will be required from offerors. If the Contracting Officer determines there is not adequate price competition, then additional data may be necessary to determine price fair and reasonable.

## **DISPOSITION OF UNSUCCESSFUL PROPOSALS**

In compliance with FAR Subpart 4.8, the Government will retain one electronic copy of all unsuccessful proposals.

## **AWARD WITHOUT DISCUSSIONS**

(a) The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the contracting officer to be necessary.

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

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

(End of provision)

## **APPENDIX I**

### **PAST PERFORMANCE QUESTIONNAIRE**

The evaluation will use the following rating system:

1. The attached questionnaire shall be utilized in the evaluation process of each past performance evaluation. After each factor has been rated in a particular section the evaluator will assign an overall risk rating to the section. The following criteria shall be considered when rating each part of the questionnaire:

**Exceptional (E) Performance** meets all or exceeds many of the contractual

requirements. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Very Good (VG) Performance** meets all or exceeds some of the contractual requirements. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory (S) Performance** meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal (M) Performance** does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective.

**Unsatisfactory (U) Performance** does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**Unknown (N/A)** Did not observe performance in this area.

2. Please respond to the following questions regarding the contractor's past performance. For all ratings, please provide a narrative explaining how the contractor either exceeded your requirement or how the contractor failed to meet your requirement. If the contractor had problems in a specific area, but you determined them not to have had an impact to the mission, please state such in your narrative remarks.

1. Identification

- a. Contractor's Name: \_\_\_\_\_
- b. Contract Number: \_\_\_\_\_
- c. Program Title: \_\_\_\_\_
- d. Contract Type: Firm Fixed Price\_\_\_\_\_  
                                 Fixed Price Incentive\_\_\_\_\_  
                                 Cost Plus Award Fee\_\_\_\_\_  
                                 Cost Plus Incentive Fee\_\_\_\_\_  
                                 Other \_\_\_\_\_
- e. Period of Performance: \_\_\_\_\_
- f. Total Contract Dollar Value (as of this date): \_\_\_\_\_
- g. Total Number of Contractor Personnel (as of this date): \_\_\_\_\_

h. Brief Description of Contracted Item(s) or Service(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Please respond to the following questions regarding the contractor's past performance. For all ratings, please provide a narrative explaining how the contractor either exceeded your requirement or how the contractor failed to meet your requirement. If the contractor had problems in a specific area, but you determined them to have not had an impact to the mission, please state as such in your narrative remarks.

a. How would you rate the contractor's overall performance in terms of quality, timeliness, professionalism, and courtesy?

☐Exceptional   ☐Very Good   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. How would you rate the overall quality and reliability of the service performed by the contractor?

☐Exceptional   ☐Very Good   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c. How would you rate the offeror's emphasis on customer satisfaction?

☐Exceptional   ☐Very Good   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

d. How would you rate the contractor's equipment used for service provided?

☐Exceptional   ☐Very Good   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Please rate the contractor's effectiveness in managing and resolving problems.

☐Exceptional   ☐Very Good   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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f. Please rate the contractor's overall compliance with the contract terms and conditions.

☐Exceptional   ☐Very   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown  
Good

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Delivery Schedule: How well did the contractor meet required schedule?

☐Exceptional   ☐Very   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown  
Good

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

h. How well did the contractor plan for and execute quality control?

☐Exceptional   ☐Very   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown  
Good

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

i. How effective was the contractor in identifying and resolving problem areas?

☐Exceptional   ☐Very   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown  
Good

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

j. How effective is the contractor's local management team and were they effective in hiring qualified and experienced employees?

☐Exceptional   ☐Very   ☐Satisfactory   ☐Marginal   ☐Unsatisfactory   ☐Unknown  
Good

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

k. If applicable, did the contractor effectively manage the Small Business subcontracting plan?

☐ Yes (please explain)  
☐ No (please explain)

Narrative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

l. If applicable, did the contractor successfully meet established Small Business subcontracting plan goals?

☐ Yes (please explain)

☐ No (please explain)

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

m. If Small Business subcontracting goals were not met, did the contractor demonstrate a good faith effort to meet the projected goals as identified in the approved plan ☐ Yes (please explain)

☐ No (please explain)

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

n. Based on your judgment of the contractor's performance; would you award the contractor another service contract? ☐ Yes (please explain) ☐ No (please explain)

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

o. What were the contractor's strong points, if any, and what did you like best about their performance?

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

p. What were the contractor's weak points, if any, and what did you like least about their performance?

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

q. Please rate overall customer satisfaction with the contractor's performance.

☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. The following information will help us track the responses received, as well as resolve whatever differences may arise between your perception of the contractor's performance and the contractor's perception of their performance.

- a. Evaluator's Name: \_\_\_\_\_
  - b. Title: \_\_\_\_\_
  - c. Telephone Number: \_\_\_\_\_
  - d. Organization, Office Symbol, and Address: \_\_\_\_\_
  - e. Length of involvement in the contract: \_\_\_\_\_
  - f. Date of questionnaire completion: \_\_\_\_\_
4. Again, thank you for your time and effort in assisting us with our requirement.
  5. Please provide narrative explanations for each answer. If more space is needed, please use the back of this questionnaire or attach additional sheets of paper. Please identify the performance area if additional information is provided.
  6. You are urged to supplement your knowledge of the contractor's performance with the judgment of others in your organization. In addition to completing the attached questionnaire **NHTIC Janitorial Services** we solicit your comments on other similar programs for which your organization has contracts with this contractor.
  7. Please return the completed questionnaire to Bureau of Land Management, Attn: Crystal Martinez, by email to [crystalm@blm.gov](mailto:crystalm@blm.gov). **Not to arrive later than 12:00 PM MT September 13, 2023.**

Crystal Martinez  
Contracting Specialist

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

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

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in

accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

*Place of manufacture* means the place where an end product is assembled out



of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

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

*Sensitive technology*—

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

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

(1) Means a small business concern—

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

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

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

*Small business concern—*

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Veteran-owned small business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

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

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

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

(4) *Small disadvantaged business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]

The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions*

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent

domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

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

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. \_\_\_\_\_

[List as necessary]

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

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.*

If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Israeli End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*



If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

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

*[List as necessary]*

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

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

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

Other End Products:

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

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the

restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

## **52.219-1 Small Business Program Representations (Mar 2023)**

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

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

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

(1) Means a small business concern—

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

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

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

*Small business concern—*

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

(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.

*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 small business concern* means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.
- (2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
  - (i) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

- (1) The offeror represents as part of its offer that—
  - (i) it ☐ is, ☐ is not a small business concern; or
  - (ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and (b).  
*[ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]*

(2) *[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.

(3) *[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 women-owned small business concern.

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

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

(6) *[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.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that

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

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

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

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

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

business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Notice.* Under [15 U.S.C.645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### **52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-

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

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

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

(End of provision)

#### **52.225-2 Buy American Certificate (Oct 2022)**

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

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

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

## (b) Foreign End Products:

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

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

*[List as necessary]*

## (c) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

*[List as necessary]*

(d) The Government will evaluate offers in accordance with the policies and procedures of [part 25](#) of the Federal Acquisition Regulation.

(End of provision)

**52.233-2 Service of Protest (Sept 2006)**

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency , and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kelly Palmer.

(b) The copy of any protest shall be received in the office designated above within oneday of filing a protest with the GAO.

(End of provision)

**52.237-1 Site Visit (Apr 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Site Visit: Site Visit: Meet at National Historic Trails Interpretive Center, 1501 N Poplar St, Casper, WY 82601 on Monday, September 11th, 2023, at 9:30 AM MDT. If planning to attend the site visit, please RSVP to Kevin Hoover at 307-261-7602 or [khoover@blm.gov](mailto:khoover@blm.gov).

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

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

(End of provision)

**52.252-5 -- Authorized Deviations in Provisions (Nov 2020)**

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

(End of clause)

**DIAR 1452.215-71 Use and Disclosure of Quote Information - Department of the Interior (Apr 1984)**

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in quotes include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."



(b) If the offeror, or its subcontractor(s), believes that the quote contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the quote shall be marked with the following legend:

“The information specifically identified on pages \_\_\_\_\_ of this quote constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the quote, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the quote, the Government shall have the right to use the information to the extent provided in the contract.”

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the quote on which it appears and shall mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this quote.”

(d) Information in a quote identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the quote, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the quote, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a quote identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a quote if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a quote not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a quote as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's quote due to clerical error.

(End of provision)

**DIAR 1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR – (JUL 1995) (DEVIATION)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Bureau of Land Management, BC-664, Building 50, Denver Federal Center P.O. Box 25047 Denver, CO 80225-0047.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protestor to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5403
Director		Revision No.: 20
Division of Wage Determinations		Date Of Last Revision: 07/25/2023

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

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

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

State: Wyoming

Area: Wyoming County of Natrona

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.99***
01012 - Accounting Clerk II		17.96
01013 - Accounting Clerk III		20.09
01020 - Administrative Assistant		22.51
01035 - Court Reporter		20.49
01041 - Customer Service Representative I		15.05***
01042 - Customer Service Representative II		16.42
01043 - Customer Service Representative III		18.43
01051 - Data Entry Operator I		15.80***
01052 - Data Entry Operator II		17.24
01060 - Dispatcher, Motor Vehicle		24.88
01070 - Document Preparation Clerk		16.31
01090 - Duplicating Machine Operator		16.31
01111 - General Clerk I		15.65***
01112 - General Clerk II		17.08
01113 - General Clerk III		19.18
01120 - Housing Referral Assistant		22.85
01141 - Messenger Courier		13.30***
01191 - Order Clerk I		14.96***
01192 - Order Clerk II		16.31
01261 - Personnel Assistant (Employment) I		18.32
01262 - Personnel Assistant (Employment) II		20.49
01263 - Personnel Assistant (Employment) III		22.85
01270 - Production Control Clerk		24.65
01290 - Rental Clerk		17.88
01300 - Scheduler, Maintenance		18.32
01311 - Secretary I		18.32
01312 - Secretary II		20.49
01313 - Secretary III		22.85
01320 - Service Order Dispatcher		22.25
01410 - Supply Technician		22.51
01420 - Survey Worker		18.91
01460 - Switchboard Operator/Receptionist		15.89***
01531 - Travel Clerk I		13.45***
01532 - Travel Clerk II		14.16***
01533 - Travel Clerk III		16.24
01611 - Word Processor I		16.31
01612 - Word Processor II		18.32
01613 - Word Processor III		20.49
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.27
05010 - Automotive Electrician		22.73
05040 - Automotive Glass Installer		21.37
05070 - Automotive Worker		21.37
05110 - Mobile Equipment Servicer		18.46
05130 - Motor Equipment Metal Mechanic		24.16
05160 - Motor Equipment Metal Worker		21.37
05190 - Motor Vehicle Mechanic		24.16
05220 - Motor Vehicle Mechanic Helper		16.97
05250 - Motor Vehicle Upholstery Worker		19.91
05280 - Motor Vehicle Wrecker		21.37
05310 - Painter, Automotive		22.73
05340 - Radiator Repair Specialist		21.37
05370 - Tire Repairer		15.09***
05400 - Transmission Repair Specialist		24.16
07000 - Food Preparation And Service Occupations		
07010 - Baker		16.93
07041 - Cook I		15.41***
07042 - Cook II		17.84
07070 - Dishwasher		12.83***
07130 - Food Service Worker		13.86***
07210 - Meat Cutter		18.60
07260 - Waiter/Waitress		11.50***
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		27.38
09040 - Furniture Handler		16.80
09080 - Furniture Refinisher		27.38

09090 - Furniture Refinisher Helper	20.34
09110 - Furniture Repairer, Minor	23.87
09130 - Upholsterer	27.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.75***
11060 - Elevator Operator	15.11***
11090 - Gardener	21.07
11122 - Housekeeping Aide	15.11***
11150 - Janitor	15.11***
11210 - Laborer, Grounds Maintenance	16.86
11240 - Maid or Houseman	12.71***
11260 - Pruner	15.10***
11270 - Tractor Operator	20.42
11330 - Trail Maintenance Worker	16.86
11360 - Window Cleaner	16.87
12000 - Health Occupations	
12010 - Ambulance Driver	23.23
12011 - Breath Alcohol Technician	23.23
12012 - Certified Occupational Therapist Assistant	31.87
12015 - Certified Physical Therapist Assistant	28.90
12020 - Dental Assistant	21.31
12025 - Dental Hygienist	38.38
12030 - EKG Technician	35.21
12035 - Electroneurodiagnostic Technologist	35.21
12040 - Emergency Medical Technician	23.23
12071 - Licensed Practical Nurse I	20.76
12072 - Licensed Practical Nurse II	23.23
12073 - Licensed Practical Nurse III	25.89
12100 - Medical Assistant	18.24
12130 - Medical Laboratory Technician	20.93
12160 - Medical Record Clerk	21.08
12190 - Medical Record Technician	23.57
12195 - Medical Transcriptionist	20.76
12210 - Nuclear Medicine Technologist	51.05
12221 - Nursing Assistant I	12.45***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.27***
12224 - Nursing Assistant IV	17.15
12235 - Optical Dispenser	16.89
12236 - Optical Technician	20.76
12250 - Pharmacy Technician	19.59
12280 - Phlebotomist	19.58
12305 - Radiologic Technologist	32.27
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.05
12313 - Registered Nurse II, Specialist	31.05
12314 - Registered Nurse III	37.57
12315 - Registered Nurse III, Anesthetist	37.57
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	28.78
12320 - Substance Abuse Treatment Counselor	30.18
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.16***
13012 - Exhibits Specialist II	20.03
13013 - Exhibits Specialist III	24.50
13041 - Illustrator I	15.78***
13042 - Illustrator II	19.11
13043 - Illustrator III	25.27
13047 - Librarian	22.17
13050 - Library Aide/Clerk	12.69***
13054 - Library Information Technology Systems Administrator	20.03
13058 - Library Technician	16.49
13061 - Media Specialist I	14.18***
13062 - Media Specialist II	15.86***
13063 - Media Specialist III	17.69
13071 - Photographer I	14.95***
13072 - Photographer II	16.73
13073 - Photographer III	20.72
13074 - Photographer IV	25.35
13075 - Photographer V	30.67

13090 - Technical Order Library Clerk	18.40
13110 - Video Teleconference Technician	17.07
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.20
14042 - Computer Operator II	21.46
14043 - Computer Operator III	23.95
14044 - Computer Operator IV	26.61
14045 - Computer Operator V	29.45
14071 - Computer Programmer I	(see 1) 22.19
14072 - Computer Programmer II	(see 1) 27.50
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.20
14160 - Personal Computer Support Technician	26.87
14170 - System Support Specialist	30.93
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.94
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	38.54
15050 - Computer Based Training Specialist / Instructor	28.94
15060 - Educational Technologist	35.52
15070 - Flight Instructor (Pilot)	38.54
15080 - Graphic Artist	22.11
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	38.54
15086 - Maintenance Test Pilot, Rotary Wing	38.54
15088 - Non-Maintenance Test/Co-Pilot	38.54
15090 - Technical Instructor	30.45
15095 - Technical Instructor/Course Developer	37.24
15110 - Test Proctor	24.57
15120 - Tutor	24.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.07***
16030 - Counter Attendant	10.07***
16040 - Dry Cleaner	12.45***
16070 - Finisher, Flatwork, Machine	10.07***
16090 - Presser, Hand	10.07***
16110 - Presser, Machine, Drycleaning	10.07***
16130 - Presser, Machine, Shirts	10.07***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.07***
16190 - Sewing Machine Operator	13.28***
16220 - Tailor	14.00***
16250 - Washer, Machine	10.94***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.38
19040 - Tool And Die Maker	34.40
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.00
21030 - Material Coordinator	24.65
21040 - Material Expediter	24.65
21050 - Material Handling Laborer	17.93
21071 - Order Filler	15.86***
21080 - Production Line Worker (Food Processing)	20.00
21110 - Shipping Packer	18.72
21130 - Shipping/Receiving Clerk	18.72
21140 - Store Worker I	13.23***
21150 - Stock Clerk	18.40
21210 - Tools And Parts Attendant	20.00
21410 - Warehouse Specialist	20.00
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.91
23019 - Aircraft Logs and Records Technician	23.87
23021 - Aircraft Mechanic I	29.10
23022 - Aircraft Mechanic II	30.91
23023 - Aircraft Mechanic III	32.72
23040 - Aircraft Mechanic Helper	20.34
23050 - Aircraft, Painter	27.38
23060 - Aircraft Servicer	23.87
23070 - Aircraft Survival Flight Equipment Technician	27.38

23080 - Aircraft Worker	25.62
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.62
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.10
23110 - Appliance Mechanic	27.38
23120 - Bicycle Repairer	22.12
23125 - Cable Splicer	43.33
23130 - Carpenter, Maintenance	24.43
23140 - Carpet Layer	25.62
23160 - Electrician, Maintenance	29.77
23181 - Electronics Technician Maintenance I	32.05
23182 - Electronics Technician Maintenance II	34.25
23183 - Electronics Technician Maintenance III	36.42
23260 - Fabric Worker	23.87
23290 - Fire Alarm System Mechanic	27.63
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	29.94
23312 - Fuel Distribution System Operator	22.76
23370 - General Maintenance Worker	18.95
23380 - Ground Support Equipment Mechanic	29.10
23381 - Ground Support Equipment Servicicer	23.87
23382 - Ground Support Equipment Worker	25.62
23391 - Gunsmith I	22.12
23392 - Gunsmith II	25.62
23393 - Gunsmith III	29.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.72
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.38
23430 - Heavy Equipment Mechanic	32.02
23440 - Heavy Equipment Operator	23.34
23460 - Instrument Mechanic	29.10
23465 - Laboratory/Shelter Mechanic	27.38
23470 - Laborer	17.93
23510 - Locksmith	27.38
23530 - Machinery Maintenance Mechanic	30.31
23550 - Machinist, Maintenance	27.05
23580 - Maintenance Trades Helper	19.79
23591 - Metrology Technician I	29.10
23592 - Metrology Technician II	30.91
23593 - Metrology Technician III	32.72
23640 - Millwright	29.10
23710 - Office Appliance Repairer	25.50
23760 - Painter, Maintenance	22.47
23790 - Pipefitter, Maintenance	28.19
23810 - Plumber, Maintenance	26.52
23820 - Pneudraulic Systems Mechanic	29.10
23850 - Rigger	29.10
23870 - Scale Mechanic	25.62
23890 - Sheet-Metal Worker, Maintenance	29.10
23910 - Small Engine Mechanic	25.62
23931 - Telecommunications Mechanic I	30.43
23932 - Telecommunications Mechanic II	32.32
23950 - Telephone Lineman	29.10
23960 - Welder, Combination, Maintenance	28.45
23965 - Well Driller	29.10
23970 - Woodcraft Worker	29.10
23980 - Woodworker	22.12
24000 - Personal Needs Occupations	
24550 - Case Manager	16.63
24570 - Child Care Attendant	11.98***
24580 - Child Care Center Clerk	14.94***
24610 - Chore Aide	14.14***
24620 - Family Readiness And Support Services Coordinator	16.63
24630 - Homemaker	16.63
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.10
25040 - Sewage Plant Operator	27.38
25070 - Stationary Engineer	29.10

25190 - Ventilation Equipment Tender	20.34
25210 - Water Treatment Plant Operator	27.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.16
27007 - Baggage Inspector	18.91
27008 - Corrections Officer	22.95
27010 - Court Security Officer	24.05
27030 - Detection Dog Handler	21.16
27040 - Detention Officer	22.95
27070 - Firefighter	24.05
27101 - Guard I	18.91
27102 - Guard II	21.16
27131 - Police Officer I	25.98
27132 - Police Officer II	28.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.51***
28042 - Carnival Equipment Repairer	15.78***
28043 - Carnival Worker	10.73***
28210 - Gate Attendant/Gate Tender	15.35***
28310 - Lifeguard	13.66***
28350 - Park Attendant (Aide)	17.16
28510 - Recreation Aide/Health Facility Attendant	12.52***
28515 - Recreation Specialist	20.68
28630 - Sports Official	13.66***
28690 - Swimming Pool Operator	18.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.59
29020 - Hatch Tender	27.59
29030 - Line Handler	27.59
29041 - Stevedore I	25.71
29042 - Stevedore II	29.49
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.51
30022 - Archeological Technician II	20.70
30023 - Archeological Technician III	25.64
30030 - Cartographic Technician	25.64
30040 - Civil Engineering Technician	24.77
30051 - Cryogenic Technician I	28.40
30052 - Cryogenic Technician II	31.37
30061 - Drafter/CAD Operator I	18.51
30062 - Drafter/CAD Operator II	20.70
30063 - Drafter/CAD Operator III	23.07
30064 - Drafter/CAD Operator IV	28.40
30081 - Engineering Technician I	16.48
30082 - Engineering Technician II	18.51
30083 - Engineering Technician III	20.70
30084 - Engineering Technician IV	25.64
30085 - Engineering Technician V	31.37
30086 - Engineering Technician VI	37.96
30090 - Environmental Technician	25.54
30095 - Evidence Control Specialist	25.64
30210 - Laboratory Technician	20.71
30221 - Latent Fingerprint Technician I	28.40
30222 - Latent Fingerprint Technician II	31.37
30240 - Mathematical Technician	25.64
30361 - Paralegal/Legal Assistant I	19.75
30362 - Paralegal/Legal Assistant II	24.48
30363 - Paralegal/Legal Assistant III	29.93
30364 - Paralegal/Legal Assistant IV	36.22
30375 - Petroleum Supply Specialist	31.37
30390 - Photo-Optics Technician	25.64
30395 - Radiation Control Technician	31.37
30461 - Technical Writer I	25.64
30462 - Technical Writer II	31.37
30463 - Technical Writer III	37.96
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69

30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	28.40
30502 - Weather Forecaster II	34.55
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.07
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.64
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	14.63***
31030 - Bus Driver	22.45
31043 - Driver Courier	18.95
31260 - Parking and Lot Attendant	14.54***
31290 - Shuttle Bus Driver	20.61
31310 - Taxi Driver	15.95***
31361 - Truckdriver, Light	20.61
31362 - Truckdriver, Medium	22.25
31363 - Truckdriver, Heavy	25.90
31364 - Truckdriver, Tractor-Trailer	25.90
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	12.92***
99050 - Desk Clerk	12.47***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	19.04
99252 - Laboratory Animal Caretaker II	20.70
99260 - Marketing Analyst	26.37
99310 - Mortician	27.37
99410 - Pest Controller	23.70
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	22.33
99711 - Recycling Specialist	27.04
99730 - Refuse Collector	20.00
99810 - Sales Clerk	13.61***
99820 - School Crossing Guard	15.17***
99830 - Survey Party Chief	19.90
99831 - Surveying Aide	14.55***
99832 - Surveying Technician	18.06
99840 - Vending Machine Attendant	20.20
99841 - Vending Machine Repairer	25.44
99842 - Vending Machine Repairer Helper	20.20

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

overtime work).

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

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

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

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

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

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

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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