

- A. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice, FAR Part 12, Acquisition of Commercial Items (Title VIII of the Federal Acquisition Streamlining Act of 1994) (Public Law 103-355). **This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.**
- B. The Great Plains Area Indian Health Service (IHS) intends to award a Firm-Fixed Price, Commercial Item, Purchase Order in response to Request for Quote (RFQ) RFQ-24-003.
- C. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-05, 09-22-2023.
- D. This RFQ is issued as “100% Buy Indian/Small Business”, and the associated NAICS Code is 333120, which has a small business standard of 1,250 employees.
- E. The quoted unit pricing must be all inclusive (to include but not be limited to travel, lodging, per diem, fringe benefits, federal, state and local taxes) plus all other costs pertinent to the performance of this contract. Utilize your most competitive and reasonable rates.

BRAND NAME / EQUAL

Complete the attached Specification List:

1. Bobcat S66 T4 Skid Steer Loader	1 EA	\$ _____	\$ _____
2. Bobcat UW56 Tool cat Utility Work Machine	1 EA	\$ _____	\$ _____
3. Trade-In Value - 1997 John Deere 855	1 EA	\$ _____	\$ _____
4. Trade-In Value - 1997 John Deere 8875	1 EA	\$ _____	\$ _____
5. Trade-In Value - 1995 John Deere 5575	1 EA	\$ _____	\$ _____

- F. To provide Two (2) Skid Loaders.
- G. To be provided for the Great Plains Area Indian Health Service, Standing Rock Service Unit, Fort Yates Hospital, North Dakota, 58538. Delivery Location: Fort Yates Hospital, 10 Standing Rock Ave, Fort Yates, ND 58538. The period of performance will be 90 days from Date of Award.
- H. **FAR 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (September 2023).**

Quotes shall be submitted on company letterhead stationery, signed, dated and it shall include:

1. Solicitation number RFQ-24-003.
2. Closing Date: October 20, 2023 at 11:59 pm CDT.
3. Name, address and telephone number of company and email address of contact person.
4. Technical description of the item/service being offered in sufficient detail to evaluate compliance with the requirements of the solicitation. This may include product literature, or other documents, if necessary.
5. Terms of any express warranty.
6. Price and any discount terms.
7. “Remit to” address, if different than mailing address.
8. A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically).
9. Acknowledgment of Solicitation Amendments (if any issued)
10. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information).
11. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offerors that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

Basis of award is Lowest Price Technically Acceptable “LPTA” factors in determining the successful contractor.

- Shall provide the items listed in the Specifications Listings; **Brand Name or Equal Buy**
 - Ability to meet the Delivery Schedule
 - Complete, fill out, the Indian Firm Representation Form/Specifications Price Lists for all items
- I. **FAR 52.212-3 Offer Representations and Certifications-Commercial Products and Commercial Services (September 2023)** - See attachment for full text. The Offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.
- J. **FAR 52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (December 2022)** - See attachment; in by reference.
- K. **FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (September 2023)** - See attachment for full text.
- L. Attached are the Federal Acquisition Regulations (FAR) & Health & Human Services Acquisition Regulation (HHSAR) clauses that are applicable including below.
- M. **Offers will be accepted electronically, Submit via e-mail to the following:**
Great Plains Area Indian Health Service
Attn: David Jones, Contract Specialist
115 4th Ave. SE, Room 309
Aberdeen, SD 57401
email david.jones@ihs.gov

Any questions, please submit by October 16, 2023 by 6:30 pm CDT.

Contractors will need a UEI number, TIN number, and be registered with www.sam.gov.

ACCEPTANCE PERIOD: Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFQ. In addition, it must contain a statement to the effect that it is firm for a period of at least 30 days from the date of receipt by the Government.

No contract award shall be made to any vendor listed on the OIG Exclusions List at <http://exclusions.org.hhs.gov> throughout the duration of the contract.

Invoice Processing Platform (IPP)

The Indian Health Service (IHS) is in the process of implementing an electronic invoicing system.

In compliance with the [Office of Management and Budget \(OMB\) M-15-19](#) memorandum “Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing” directing Federal agencies to adopt electronic invoicing as the primary means to disburse payment to vendors. Invoices submitted under any award resulting from this solicitation will be required to utilize the Invoice Processing Platform (IPP) in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests”

IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury’s Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis (FRSTL). Respondents to this solicitation are encouraged to register an account with IPP if they have not already done so. If your organization is already registered to use IPP, you will not be required to re-register- however, we encourage you make sure your organization and designated IPP user accounts are valid and up to date.

The IPP website address is: <https://www.ipp.gov>

If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8 AM to 6 PM ET) or IPPCustomerSupport@fiscal.treasury.gov

“Should the contractor feel that use of the IPP would be unduly burdensome, their response to this solicitation should include an explanation of this position for a determination by the contracting officer”.

Trade-In #1 - 1997 John Deere 855

Hours:

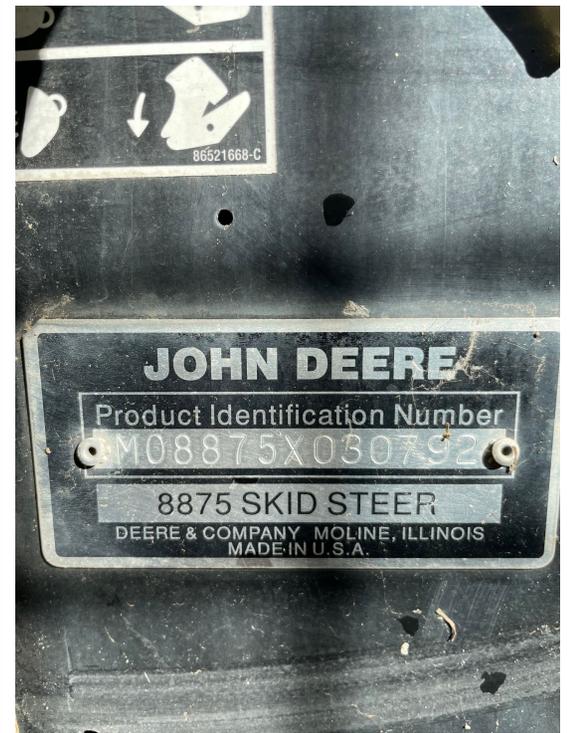
Product Identification Number: LV0855D183609



Trade-In #2 - 1997 John Deere 8875

Hours: 1366.7

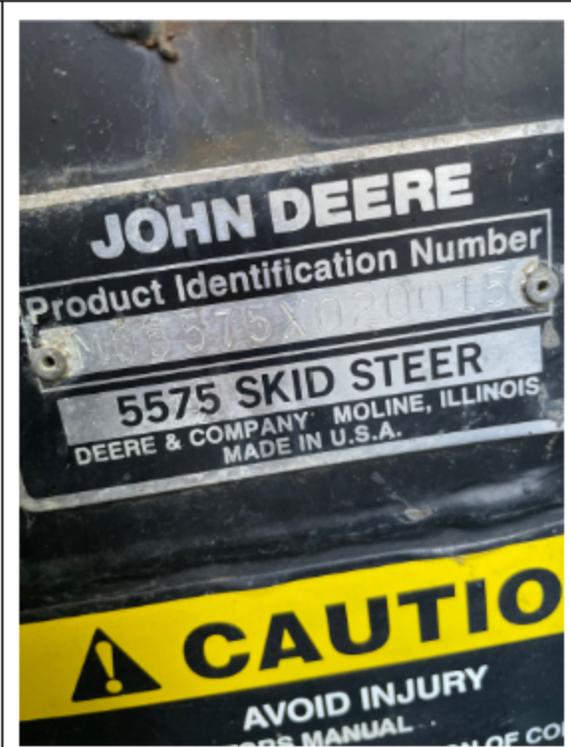
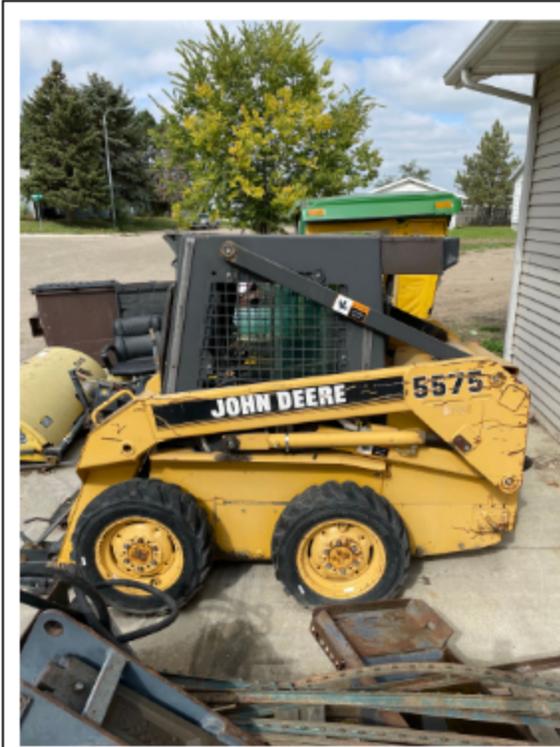
Product Identification Number: M08875X030792



Trade-In #3 - 1995 John Deere 5575

Hours: 1583.3

Product Identification Number: M05575X020015



Statement of Work

Skid Steer Vehicles

Standing Rock Hospital

10/12/2023

1.1. DELIVERY LOCATION:

- A. Standing Rock Hospital
10 Standing Rock Ave
Fort Yates, North Dakota 58538

1.2. SCOPE OF WORK

- A. Supplier shall supply and deliver two new skidsteer/utility vehicles or approved equals to the following with attachments:
- B. Supplier must also be an authorized reseller

- **Make: Bobcat**

- **Model: S66 T4 Skid Steer Loader (Part #M0347 (QTY=1))**

- 74.0 HP Tier 4 V2 Engine
- Auxiliary Hydraulics: Variable Flow
- Backup Alarm
- Bob-tach
- Bobcat Interlock Control System
- Standard Controls
- Cylinder Cushioning – Lift, Tilt
- Engine/Hydraulic Performance De-rate Protection
- Glow Plugs (Automatically Activated)
- Horn
- Instrumentation:
 - Standard 5” Display (Rear Camera Ready) with keyless start, engineer temperature and fuel gages, hour meter, rpm and warning indicators.
 - Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts
- Lift arm support
- Lift Path: Vertical
- Lights, Front & Rear LED
- Operator Cab Includes:
 - Adjustable Vinyl Suspension Seat, top and rear windows, parking brake, seat bar and seat belt, roll over protective structure that meets SAE-J1040 and ISO 3471, Falling objective protective structure that meets SAE-J1043 and ISO 3449, Level I
- Parking brake: wedge brake system

- Tires: 31" x 12" x 16.5", 10PR, Super Float Tires
 - Two Speed Travel
 - **Warranty: 2 years, or 2000 hours whichever occurs first**
- **P29 Performance Package (Part #M0347-P06-P29 (QTY=1))**
 - Factory installed power Bob Tach attachment control
 - Two-speed dual direction bucket positioning
 - Automatic ride control
 - Reversing fan
- **C67 Comfort Package (Part #M0347-P07-C67 (QTY=1))**
 - Enclosed cab with HVAC
 - Sound reductions
 - Touch display with radio & Bluetooth
 - Heated cloth air ride suspension seat
 - Premium LED lights
- **Attachments (see list below)**

Part #	Description	QTY
M0347-R01-C04	Selectable Joystick Controls	1
7272679	68" Heavy Duty Bucket	1
6718006	Bolt-on cutting edge, 68"	1
7279103	86" Light Material Bucket	1
7296449	Bolt-on cutting edge, 86"	1
7294305	4K Heavy Duty Pallet Fork Frame	1
6540182	48" 4K Heavy Duty Pallet Fork Teeth	1
7405171	Sweeper Bucket	1

- **Make: Bobcat**
 - **Model: Bobcat UW56 (Part#M1225 (QTY=1))**
 - Adjustable vinyl seats
 - All-wheel steer
 - Automatically activated glow plugs
 - Auxiliary hydraulics
 - Variable flow with dual direction detent
 - Beverage holders
 - Bob-tach
 - Boom float
 - Cargo box support
 - Cruise control
 - Speed management

- Enclosed cab with HVAC
- Dual port USB charger
- Lower engine guard
- Limited slip transaxle
- Engine and hydraulic monitor with shutdown
- Front LED work lights
- Full-time four-wheel drive
- Horsepower management
- Roll over protective structure. Meets requirements of SAE-J1040 & ISO 3471
- Falling objective protective structure. Meets requirements of SAE-J1043 & ISO3449, Level I
- Dome light
- Hydraulic dump box
- Instrumentation:
 - Standard 5” display with keyless start, engine temperature and fuel gauges, hour meter, RPM and warning indicators
 - Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts
- Joystick, manually controlled with lift arm float
- Lift arm support
- Parking brake, automatic
- Power steering with tilt steering wheel
- Radiator screen rear receiver hitch
- Seat belts, shoulder harness
- Spark arrestor muffler
- Suspension, 4-wheel independent
- Tires: 27” x 10.5-15 (8ply), lug tread
- Toolcat interlock control system
- Two speed transmission
- Machine warranty: 12 months, unlimited hours
- **Bobcat engine warranty: Additional 12 months or total of 2000 hours after initial 12 month warranty**
- **Factory Installed Deluxe Road Package (Part #M1225-P01-C01 (QTY=1))**
 - Backup alarm
 - Turn signals
 - Flashers
 - Tail lights
 - Brake lights

- Rear view mirror
- Side mirrors
- Horn
- Rear work lights
- Headlights
- **High Flow Package (Part#M1225-R03-C02 (QTY=1))**
- **29 X 12.5 Turf Tires (Part#M1225-R05-C05 (QTY=1))**
- **Heavy Duty Battery (Part#M1225-R07-C02 (QTY=1))**
- **Attachment Control (Part#M1225-R08-C02 (QTY=1))**
- **Power Bob-Tach (Part#M1225-R14-C03 (QTY=1))**
- **Radio Option (Part#M1225-R15-C02 (QTY=1))**
- **Traction Control (Part#M1225-R16-C02 (QTY=1))**
- **Engine Block Heater (Part#M1225-A01-C02 (QTY=1))**
- **Interior Trim (Part#M1225-A01-C04 (QTY=1))**
- **Attachments (See list below)**

Part #	Description	QTY
6958577	84" Snow V-Blade	1
6725383	14 Pin T-Harness- Stump Grinders	1
7133350	Attachment Control, 7 Pin (5600D-Series,5610)	1
7453395	SP13 Sand and Salt Spreader	1
7279102	80" Light Material Bucket	1
6718008	Bolt-on cutting edge, 80"	1

- C. Supplier shall accept trade-in of the following three used skid steer vehicles to be applied as credit towards purchase of the two new utility vehicles noted in above section 1.2.A.
- JD-8875 (Year: 1997-Hours:1343)
 - JD-5575 (Year: 1995-Hours:1850)
 - JD-855 (Year: 1997-Hours: 230)

1.3. PERIOD OF PERFORMANCE

- A. Delivery shall be no later than 90 days from date of Purchase Order.

1.4. CONTACTS

- A. Indian Health Service Contact & COR:

1. Facility Manager
Jesse Lebeaux
(605) 848-2586
Email – Jesse.LeBeaux@ihs.gov
2. COR
Anthony Schwan-Email: Anthony.Schwan@ihs.gov



**INDIAN HEALTH SERVICE
BUY INDIAN ACT
INDIAN ECONOMIC ENTERPRISE
REPRESENTATION FORM**

SOLICITATION/SOURCES SOUGHT/RFI #: _____

PROJECT TITLE: _____

DATE: _____

In accordance with 25 U.S.C. 47 the Buy Indian Act, the signature below constitutes self-certification that the Offeror meets the definition of an “Indian Economic Enterprise” (HHSAR 326.601) in response to this Sources Sought Notice, Request for Information (RFI) or Solicitation and resultant contract.

The enterprise must meet the definition of “Indian Economic Enterprise” throughout the following time periods:

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

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

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

REPRESENTATION

The Offeror represents as part of its offer that it does _____, does not _____ meet the definition of an “Indian Economic Enterprise” with “Indian Ownership” under the authority of the Buy Indian Act.

Name of Federally Recognized Tribal Entity

Name of the 51% owner of IEE Firm

Business Name

Certifying Signature

DUNS Number

Print Name

CLAUSES INCORPORATED BY REFERENCE

(Firm Fixed-Price, Commercial)

FAR CITATION: 52.252-2: Clauses Incorporated by Reference. (FEB 1998)

I. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Clauses

No.	FAR Citation	Clause Title	Clause Date
1.	52.204-7	System for Award Management	October 2018
2.	52.204-13	System for Award Management Maintenance	October 2018
3.	52.204-16	Commercial and Government Entity Code Reporting	August 2020
4.	52.204-17	Ownership of Control of Offeror	August 2020
5.	52.204-18	Commercial and Government Entity Code Maintenance	August 2020
6.	52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
7.	52.211-6	Brand Name or Equal	August 1999
8.	52.212-1	Instructions to Offerors – Commercial Products and Commercial Services	September 2023
9.	52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services	December 2022
10.	52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	June 2020
11.	52.232-39	Unenforceability of Unauthorized Obligations	June 2013
12.	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	March 2023
13.	52.247-34	F.o.b. – Destination	November 1991
14.	52.253-1	Computer Generated Forms	January 1991

CLAUSES INCORPORATED IN FULL TEXT

II. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Clauses

No.	FAR Citation	Clause Title	Clause Date
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1.	52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Sales Equipment	November 2021
2.	52.212-3	Offeror Representations and Certifications - Commercial Products and Commercial Services (See attached)	September 2023
3.	52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services (See Attached)	September 2023
4.	52.217-8	Option to Extend Services	November 1999
5.	52.252-1	Solicitation Provisions Incorporated by Reference	February 1998
6.	52.252-2	Clauses Incorporated by Reference	February 1998

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

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

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

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

52.217-8 Option to Extend Services.

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

OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference.

As prescribed in [52.107\(a\)](#), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of provision)

52.252-2 Clauses Incorporated by Reference.

As prescribed in [52.107\(b\)](#), insert the following clause:

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)

III. Department of Health and Human Services Acquisition Regulations (HHSAR) (49 Chapter 3) Clauses

No.	HHSAR Citation	Clause Title	Clause Date
1.	HHSAR 352.226-1	Indian Preference	December 2015

352.226-1 Indian Preference.

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

Indian Preference (December 18, 2015)

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

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

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

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

(e) As used in this clause,

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

(2) **Indian tribe** means an Indian tribe, pueblo, band, nation, or other organized group or community, including Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; **43 U.S.C. 1601**) which the United States recognizes as eligible for the special programs and services provided to Indians because of its status as Indians.

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

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

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

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

(End of clause)

332.232-71 Electronic Submission of Payment Requests.

In accordance with HHSAR 332.7003, the Contracting Officer shall insert the following clause:

Electronic Submission of Payment Requests (Feb 2022)

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

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

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

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

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

(End of Clause)

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

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

Offeror Representations and Certifications—Commercial Products and Commercial Services (Sep 2023)

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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another *subsidiary* of a parent corporation

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

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

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

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

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

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

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

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

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

(b)

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

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

code(s) referenced for this *solicitation*), at the time this *offer* is submitted and are incorporated in this *offer* by reference (see FAR 4.1201), except for paragraphs ___.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/>

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

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

(1)

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

domestic content is unknown, select "no".

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

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

[List as necessary]

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

(i) The *offeror* certifies that each *end product*, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country *end product*, as defined in the clause of this *solicitation* entitled "Trade Agreements."

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
---------------------------	-----------------------------------

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

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

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

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

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

(2) Outside the United States.

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

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an

exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The *Offeror* represents that-

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

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

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

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

(3) *Representation.* By submission of its *offer*, the *Offeror* represents that it will not require its

employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

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

(2) The *Offeror* represents that-

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

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

(End of Provision)

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

Parent topic: 52.212 [Reserved]

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

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

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—*Commercial Products and Commercial Services* (Sep 2023)

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

(5) [Reserved].

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

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

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

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

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

(11) [Reserved].

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

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

(14) [Reserved]

(15)

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

(ii) *Alternate I* (Mar 2020) of [52.219-6](#).

(16)

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

__ (ii) *Alternate I* (Mar 2020) of 52.219-7.

__ (17) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (15 U.S.C. 637(d)(2) and (3)).

__ (18)

(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (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 2023) of 52.219-9.

__ (19)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) *Alternate I* (Mar 2020) of 52.219-13.

__ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

__ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

X (23)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2023)(15 U.S.C. 632(a)(2)).

__ (ii) *Alternate I* (Mar 2020) of 52.219-28.

__ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Oct 2022) (15 U.S.C. 637(m)).

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

(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

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

(29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022)

(E.O.13126). (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(31)

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

(ii) *Alternate I* (Feb 1999) of 52.222-26.

(32)

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

(ii) *Alternate I* (Jul 2014) of 52.222-35.

(33)

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

(ii) *Alternate I* (Jul 2014) of 52.222-36.

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

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

(36)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) *Alternate I* (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(37) 52.222-54, Employment Eligibility Verification (*May* 2022) (Executive Order 12989). (Not

applicable to the *acquisition* of commercially available off-the-shelf items or certain other types of *commercial products* or *commercial services* as prescribed in FAR 22.1803.)

__ (38)

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

__ (ii) *Alternate I* (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)

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

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

__ (41)

(i) 52.223-13, *Acquisition* of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) *Alternate I* (Oct 2015) of 52.223-13.

__ (42)

(i) 52.223-14, *Acquisition* of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) *Alternate I* (Jun 2014) 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.

X (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.*]

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

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (*May 2014*) (29 U.S.C. 206 and

41 U.S.C. chapter 67).

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

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

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

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

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

(e)

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

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

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

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

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

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

(vi) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([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)

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

Alternate II (Sep 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

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

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

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

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

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

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

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

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

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

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

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

(F) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (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.

(G) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(H) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

(K) 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.

(L) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(M) (1) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(N) 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).

(O) 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).

(P) [52.222-54](#), Employment Eligibility Verification (*May 2022*) (Executive Order 12989).

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

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

(S) (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

(T) [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).

(U) [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.

(V) [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](#).

(W) [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.

Parent topic: [52.212 \[Reserved\]](#)