

(i) a. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulations (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; bids are being requested and a written solicitation will not be issued.

b. The Indian Health Service/Cheyenne River Health Center intends to award a Firm Fixed-Price, Commercial Item, Purchase Order in response to this Request for Quotes (RFQ) CRHC23-81, for Duct and Coil Cleaning of government housing at the Cheyenne River Health Center, Eagle Butte, South Dakota.

(ii) This solicitation is being issued under solicitation number CRHC23-88.

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-01, dated 06/02/2023

(iv) This solicitation is advertised as 100% Small Business Set-Aside. The associated NAICS code is 561790 – Other Services to Buildings and Dwellings, small business standard of \$9.0, PSC code Z1FA Maintenance of Family Housing Facilities.

(v) The “Unit Price” shall be an all-inclusive cost. All “inclusive cost” is defined to include, but not limited to travel, lodging, per diem, benefits, fuel, freight etc., plus all other costs pertinent to the performance of this contract.

Complete the attached Specification/Price Schedule – Total of all items requested \$\_\_\_\_\_

(vi) To provide duct and coil cleaning of government housing facilities, for the Cheyenne River Health Center. See attached Scope of Work. Specification/Price Schedule.

(vii) The period of performance will be 1 year ARO. Performance address: Cheyenne River Health Center, Attn: Erik Twite, Maintenance Supervisor, 24276 166<sup>th</sup> Street, Eagle Butte, SD 57625.

(viii) The provision at [52.212-1](#), Instructions to Offerors – Commercial Products and Commercial Services (Mar 2023), applies to this acquisition. Offers shall be submitted on company letterhead stationary, signed and dated; it shall include, at a minimum;

1. Solicitation number CRHC23-88;
2. Closing Date: September 11, 2023 at 1:00pm MST;
3. Name, address, telephone number of the offeror and email address of the contact person;
4. Technical description of the item/service being offered in sufficient detail to evaluate compliance with the requirements in the solicitation;
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. Acknowledgement of Solicitation Amendments, if issued;
10. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items/service and other references(including contract numbers, points of contract 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. Offers that fail to furnish required representation or information, or reject the terms and conditions of the solicitation may be excluded from consideration

(ix) **Basis of award is Lowest Price, Technically Acceptable “LPTA” factors determining the successful contractor.** The Government will not use the formal source selection procedures described in FAR part 15. The Government will evaluate quotations utilizing the procedures of FAR 13.106-2 Evaluation of quotations or offers. Offers will be evaluated for acceptability, but not ranked using the non-price factors/sub-factors. All non-price factors and sub-factors will be rated as either “acceptable” or “unacceptable”. The Government intends to evaluate and make award without discussion with the offerors other than minor clarifications, unless discussions are determined to be necessary. A decision on the technical acceptability of each offeror’s quotations will be made. For those offeror’s which are determined to be technically acceptable, award will be made to that vendor with the lowest overall prices.

The LPTA evaluation process will be accomplished as follows - Technical Acceptability will be comprised of two subfactors:

1) Meeting Scope of Work.

2) Price. The Pricing Schedule must be completed for all line items and will be evaluated as to completeness and reasonableness. The offeror with the lowest technically acceptable prices represents the best value for the Government.

(x) Offerors must include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications -- Commercial Products and Commercial Services (Dec 2022), with its offer. 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 (p) of this provision.

(xi) The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Products and Commercial Services (Dec 2022), applies to this acquisition.

(xii) The clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes or Executive Orders -- Commercial Items (Jun 2023) – See attachment for full text.

(xiii) Any additional contract requirement(s) or terms and conditions are determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices (i.e. warranty requirements, HHSAR, etc..) are attached.

(xiv) N/A

(xv) Offerors are due on September 11, 2023 by 1:00 PM MST, and can be mailed, e-mailed, or fax to:  
Cheyenne River Health Center  
Stephanie Red Elk, COR  
24276 166<sup>th</sup> Street  
Eagle Butte, SD 57625  
[Stephanie.RedElk@ihs.gov](mailto:Stephanie.RedElk@ihs.gov)  
Fax: 605-964-7737

Questions in reference to this RFQ shall be submitted to the email address listed above. The last day to submit questions is September 5, 2023 by 1:00pm MST. No questions will be answered after this date/time. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective vendors through a solicitation amendment.

(xvi) Point Of Contacts: Stephanie Red Elk, Purchasing Agent, [Stephanie.RedElk@ihg.gov](mailto:Stephanie.RedElk@ihg.gov), 605-964-0507, or Danielle Chasing Hawk, Contracting Officer, [Danielle.ChasingHawk@ihg.gov](mailto:Danielle.ChasingHawk@ihg.gov), 605-964-0605.

(xvii) Contractor will need a UIE number, TIN number, and be active & registered in SAM at [www.sam.gov](http://www.sam.gov).

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ IS SMALL BUSINESS SET-ASIDE		PAGE OF PAGES <b>1 of 5</b>	
1. REQUEST NO. <b>CRHC23-88</b>	2. DATE ISSUED <b>8/28/2023</b>	3. REQUISITION/PURCHASE REQUEST NO.		4. CERT.FOR NAT. DEF. UNDER BDSA REG.2 AND/OR DMS REG. 1	RATING	
5A. ISSUED BY <b>Eagle Butte Indian Health Service, Cheyenne River Service Unit 24276 166<sup>th</sup> St, PO Box 1012, Eagle Butte, SD 57625</b>				6. DELIVER BY <i>(Date)</i> <b>See schedule</b>		
5b. FOR INFORMATION CALL <i>(NO COLLECT CALLS)</i>				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>		
NAME <b>Stephanie Red Elk</b> <a href="mailto:stephanie.redelk@ihs.gov">stephanie.redelk@ihs.gov</a>		TELEPHONE NUMBER AREA CODE <b>605</b> NUMBER <b>964-0507</b>		9. DESTINATION a. NAME OF CONSIGNEE <b>Cheyenne River Service Unit</b>		
8. TO:				b. STREET ADDRESS <b>24276 166<sup>th</sup> St , PO Box 1012</b>		
a. NAME		b. COMPANY		c. CITY <b>Eagle Butte</b>		
c. STREET ADDRESS				d. STATE <b>SD</b> e. ZIP CODE <b>57625</b>		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BY 1:00 PM MST ON <i>(Date)</i> <b>September 11, 2023</b>		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
<b>11. SCHEDULE <i>(Include applicable Federal, State and local taxes)</i></b>						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1.	100%Small Business set-aside. Firm Fixed Price Purchase Order for Duct/Coil Cleaning, for 133 Housing Units, at the Cheyenne River Health Center, Eagle Butte, SD. Price is all inclusive (i.e. taxes, shipping, etc..)	133	Ea	\$	\$	
2.	Clean Main Trunk Lines & Secondary Lines	133	Ea	\$	\$	
3.	Clean Furnace Coils & registers	133	Ea	\$	\$	
4.	Clean Dryer Vent & Dryer Vent Lines	133	Ea	\$	\$	
	Travel/Miscellaneous(please provide detailed list) <b>(Provide costs breakdown)</b>	1	jb		\$	
				<b>TOTAL</b>	<b>\$</b>	
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS	
					NUMBER	PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER			15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS						
c. COUNTY			16. SIGNER			
			a. NAME <i>(Type of print)</i>		b. TELEPHONE	
					AREA CODE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE <i>(type or print)</i>		NUMBER

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>To be Acceptable: -Fill out, sign &amp; return Request for Quote</p> <p>Award basis: Lowest Price Technical Acceptable -Capabilities -Past Performance</p> <p>UEI Number _____</p> <p><b><u>You will need a UEI NUMBER to be awarded the purchase order and registered with the System for Award Management; you can register at <a href="http://www.sam.gov">www.sam.gov</a></u></b></p> <p><b>The quoter is hereby notified that they must be registered in the System for Award Management (SAM) before the Government will issue an award.</b> You may do this by going to <a href="http://www.sam.gov">www.sam.gov</a> to register and you are required to update this registration every year prior to the expiration date.</p> <p>No contract award shall be made to a vendor listed on the OIG Exclusion List (<a href="http://exclusions.oig.hhs.gov">http://exclusions.oig.hhs.gov</a>) throughout the duration of the contract.</p> <p><u>Federal Tax ID Number (TIN number)</u> _____</p> <p><u>Email Address:</u> _____</p> <p><u>Net Terms:</u></p> <p>The "Unit Price" is an all-inclusive cost. All "inclusive cost" is defined to include travel, lodging, per diem, fringe benefits, i.e., life insurance, social security, plus all other costs pertinent to the performance of this purchase order.</p> <p><b>SECURITY CLEARANCE</b> Performance of this contract will require access by employees of the Contractor or its subcontractors to facilities or systems controlled by the Indian Health Service (I.H.S.). The Contractor is responsible for conducting security preclearance investigations in sufficient depth to ensure that each Contractor or subcontractor employee are favorable.</p> <p>The Contractor, at his discretion, is responsible for completing investigations and background checks for all employees, including sub-</p>				

contractors and their employees that perform work under this contract at the physical job site. The contractor is responsible for any and all actions of prime contractor and sub-contractor employees (at any tier) permitted access to the job site during the performance of work under this contract. The contractor is responsible to ensure all employees' access is limited to authorized work zones.

**The employees of the Contractor or its subcontractors, during their performance on-site will be accompanied by an IHS employee the entire time they are on-site.**

The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents. The Contractor assumes responsibility for any and all damage and/or injury to persons or property resulting from any action of prime contractor and subcontractor employees (at any tier).

The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and held harmless against claims for damage or injury in such cases.

In accordance with Indian Health Service Circular No. 19-05, that all Indian Health Service (IHS) health care providers, including (but not limited to) employees, volunteers, and CONTRACTORS shall review, Chapter 20 – Protecting Children from Sexual Abuse by Health Care Providers (Policy can be found at

<https://www.ihs.gov/ihm/pc/part-3/p3c20/>) and review the training titled, "Child Sexual Abuse Briefing-IHS June 2019 (Training slides are available at Orientation or Contact the Contacting Officer).

In addition, no Contractor or subcontractor employee shall be permitted to perform work under this contract if listed on the HHS Office of Inspector General List of Excluded Individuals/Entities (LEIE), <http://exclusions.oig.hhs.gov>.

**INVOICE SUBMISSION AND PAYMENT**

Invoices submitted under any award 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/contract 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 8AM to 6PM ET), or [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) "Should the contractor feel that use of the IPP would be unduly burdensome, their response to this solicitation/contract should include an explanation of this position and submitted for a determination by Danielle Chasing Hawk, Contracting Officer, [Danielle.ChasingHawk@ihs.gov](mailto:Danielle.ChasingHawk@ihs.gov)". The Government reserves the right to accept or reject services if the level of work is unsatisfactory. \_\_\_\_\_

**CHEYENNE RIVER HEALTH CENTER**  
**Duct Cleaning and Dryer Vent Cleaning for Good**  
**River Community**

**Cheyenne River Health Center**  
**24276 166th Street**  
**Airport Road**  
**EAGLE BUTTE, SOUTH DAKOTA 57625**  
**(605) 964-7724**

Prepared by:  
Erik Twite, Maintenance Supervisor  
Cheyenne River Health Center  
(605) 964-0592

## STATEMENT OF WORK

### Duct Cleaning and Dryer Vent Cleaning for Good River Community

#### PURPOSE

The purpose of this project is to clean the supply and return duct work, coils, return and supply registers, as well as the dryer vent duct work in 133 quarters units of the Good River Community. The duct cleaning will ensure that the furnaces in the quarters units are functioning properly and clean the duct work of any potential allergens. The dryer vent cleaning will ensure that the dryer vents are functioning properly and prevent the risk of a dryer fire.

#### SCOPE

The contractor shall provide all labor, materials, transportation and supplies required to complete the following work:

- Clean the main trunk lines & secondary lines of both the supply and return duct work in 133 quarters units.**

Units	Supply	Return	Total Supply	Total Return	Total Ducts
10 - 1 BEDROOM DUPLEXS = 20 UNITS	10	7	200	140	340
20 - 2 BEDROOM DUPLEXS = 40 UNITS	11	8	440	320	760
18 - 2 BEDROOM HOUSES	10	8	180	144	324
20 - 3 BEDROOM HOUSES	15	15	300	300	600
8 - 3 BEDROOM DUPLEXS = 16 UNITS	20	6	320	96	416
13 - 4 BEDROOM HOUSES	15	15	195	195	390
2 - 2 Bedroom Handicap Houses	10	8	20	16	36
3 - 3 Bedroom Handicap Houses	14	14	42	42	84
1 - 4 Bedroom Handicap House	16	16	16	16	32

The main trunk supply lines will be thoroughly cleaned with a duct cleaning vacuum and brush/whip system. The main trunk supply lines will be cleaned and free of any lint, dirt, and debris.

The main trunk return lines will be thoroughly cleaned with a duct cleaning vacuum and brush/whip system. The main trunk supply lines will be cleaned and free of any lint, dirt, and debris.

The secondary supply lines will be thoroughly cleaned with a duct cleaning vacuum and brush/whip system. The main trunk supply lines will be cleaned and

free of any lint, dirt, and debris.

The secondary return lines will be thoroughly cleaned with a duct cleaning vacuum and brush/whip system. The main trunk supply lines will be cleaned and free of any lint, dirt, and debris.

Scheduling shall include close coordination with the Facilities Maintenance department.

**2. Clean the furnace coils in 133 quarters units.**

The coils of the main furnace unit will be thoroughly cleaned and free of any lint, dirt, and debris.

Scheduling shall include close coordination with the Facilities Maintenance department.

**3. Clean the furnace registers.**

Units	Supply	Return	Total Supply	Total Return	<b>Total Ducts</b>
10 - 1 BEDROOM DUPLEXS = 20 UNITS	10	7	200	140	340
20 - 2 BEDROOM DUPLEXS = 40 UNITS	11	8	440	320	760
18 - 2 BEDROOM HOUSES	10	8	180	144	324
20 - 3 BEDROOM HOUSES	15	15	300	300	600
8 - 3 BEDROOM DUPLEXS = 16 UNITS	20	6	320	96	416
13 - 4 BEDROOM HOUSES	15	15	195	195	390
2 - 2 Bedroom Handicap Houses	10	8	20	16	36
3 - 3 Bedroom Handicap Houses	14	14	42	42	84
1 - 4 Bedroom Handicap House	16	16	16	16	32

The supply and return registers will be thoroughly cleaned and free of any lint, dirt, and debris.

Scheduling shall include close coordination with the Facilities Maintenance department.

**4. Clean dryer vent lines in 133 quarters units.**

The dryer vent lines will be cleaned with a duct cleaning vacuum and brush/whip system. The dryer vent lines will be thoroughly cleaned and free of any lint, dirt, and debris.

Scheduling shall include close coordination with the Facilities Maintenance

department.

### **CLEAN UP**

The quarters units shall be free of water, debris, rubbish, left over material, and scraps upon completion of the cleaning of the supply and return duct work, coils, return and supply registers, and the dryer vent duct work in the 133 quarters units. The Housing Manager, Facility Manager, or designee will inspect the site prior to final payment to ensure the quarters units are returned to their original condition prior to repairs/service.

### **HOURS OF OPERATION/**

The hours of operation will be 8:00 AM to 5:00 PM, Monday through Friday. Any work conducted outside of the scheduled operation time must be approved by the Facility Manager with ample notification.

The employees of the Contractor or its subcontractors, during their performance on-site will be accompanied by an IHS employee the entire time they are on-site.

### **PERIOD OF PERFORMANCE**

The period of performance allotted for the cleaning of the supply and return duct work, coils, return and supply registers, as well as the dryer vent duct work in 133 quarters units shall be 1 year from the notice to proceed.

### **TECHNICAL POINT OF CONTACT**

Erik Twite, Facilities Manager, CRHC 605-964-0592

### **CONTRACTING OFFICER'S REPRESENTATIVE**

Stephanie Red Elk, COR, CRHC (605) 964-0507

## CLAUSES & PROVISIONS INCORPORATED BY REFERENCE

(Firm Fixed-Price Service - Commercial Item)

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

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

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

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

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

No.	FAR Citation	Clause Title	Clause Date
1.	52.202-1	Definitions	Jun 2020
2.	52.203-3	Gratuities	Apr 1984
3.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
4.	52.203-17	Contractor Employee Whistleblower Rights and Requirements To Inform Employees of Whistleblower Rights.	Jun 2020
5.	52.204-7	System for Award Management	Oct 2018
6.	52.204-13	System for Award Management Maintenance	Oct 2018
7.	52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
8.	52.204-19	Incorporation by Reference of Representation and Certifications	Dec 2014
9.	52.212-1	Instructions to Offerors – Commercial Products and Commercial	Mar 303
10.		Services	
11.	52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Dec 2022
12.	52.215-5	Facsimile Proposals	Oct 1997
13.	52.217-8	Option to Extend Services	Nov 1999

14.	52.222-41	Service Contract Labor Standards	Aug 2018
15.	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts)	Aug 2018
16.	52.223-6	Drug-Free Workplace	May 2001
17.	52.224-1	Privacy Act Notification	Apr 1984
18.	52.224-2	Privacy Act	Apr 1984
19.	52.232-25	Prompt Payment	Jan 2017
20.	52.232-33	Payment by Electronic Funds Transfer – System for Award Management	Oct 2018
21.	52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
22.	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
23.	52.233-1	Disputes	May 2014
24.	52.233-3	Protest After Award	Aug 1996
25.	52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
26.	52.237-3	Continuity of Services	Jan 1991
27.	52.237-7	Indemnification and Medical Liability Insurance	Jan 1997
28.	52.242-15	Stop-Work Order	Aug 1989
29.	52.243-1	Changes-Fixed-Price	Aug 1987
30.	52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
31.	52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984

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

No.	FAR Citation	Clause Title	Clause Date
1.	52.212-3	Offeror Representation and Certifications - Commercial Products and Commercial Services	Dec 2022
2.	52.212-5	Contract Terms and Conditions Required to Implement Statutes Or Executive Orders – Commercial Products and Commercial Services	Dec 2022
3.	52.223-99	Ensuring Adequate COVID-19 Safety Protocols For Federal Contractors	Oct 2021

### 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 (DEC 2022)

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

(a) Definitions. As used in this provision—

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

Small business concern—

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

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

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

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

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

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

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

(2) Foreign End Products:

_____	_____	_____
_____	_____	_____

[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:

\_\_\_\_\_  
\_\_\_\_\_

[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:

\_\_\_\_\_  
\_\_\_\_\_

[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:

\_\_\_\_\_

[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:

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

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

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

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

Other End Products:

\_\_\_\_\_

---

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

_____	_____
_____	_____

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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.

### **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 (Jun 2023)

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

\_\_ (5) [Reserved].

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

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

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

- \_X\_ (9) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).
- \_\_\_ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).
- \_\_\_ (11) [Reserved].
- \_\_\_ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).
- \_\_\_ (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).
- \_\_\_ (14) [Reserved]
- \_X\_ (15)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- \_\_\_ (16)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_\_ (17) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_X\_ (18)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Sep 2021) of [52.219-9](#).
- \_\_\_ (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](#)).
- \_\_\_ (23)(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (27) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

- (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 (Jun2014) of [52.223-14](#).
- (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).
- (44)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

- \_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_X\_ (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_ (46) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- \_\_ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_X\_ (48)(i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- \_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- \_\_ (49)(i) [52.225-1](#), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](#)).
- \_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).
- \_\_ (50)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- \_\_ (ii) Alternate I [Reserved].
- \_\_ (iii) Alternate II (Dec 2022) of [52.225-3](#).
- \_\_ (iv) Alternate III (Jan 2021) of [52.225-3](#).
- \_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- \_\_ (51) [52.225-5](#), Trade Agreements (Dec 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_X\_ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
- \_\_ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
- \_\_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- \_\_ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_X\_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).
- \_\_ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

\_\_ (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](#)).

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

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

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

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

(vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

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

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

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

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

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

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

(xiv)

- (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xx)

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

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

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

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

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

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

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

(End of clause)

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

(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.

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

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

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

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

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

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

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

(End of clause)

### **III. Department of HHS Acquisition Regulations (HHSAR) (49 Chapter 3) Clauses**

<b>No.</b>	<b>HHSAR Citation</b>	<b>Clause Title</b>	<b>Clause Date</b>
1.	HHSAR 352.224-70	Privacy Act	December 2015

2.	HHSAR 352.224-71	Confidential Information	December 2015
3.	HHSAR 352.226-1	Indian Preference	December 2015
4.	HHSAR 352.226-2	Indian Preference Program	December 2015
5.	HHSAR 352.232-71	Electronic Submission and Processing of Payment Requests	2022
5.	HHSAR 352.237-70	Pro-Children Act	December 2018
6.	HHSAR 352.237-71	Crime Control Act-Reporting of Child Abuse	December 2015
7.	HHSAR 352.237-72	Crime Control Act-Requirement For Background Checks	December 2015
8.	HHSAR 352.237-73	Indian Child Protection and Family Violence Act	December 2015
9.	HHSAR 352.237-74	Non-Discrimination in Service Delivery	December 2018

**352.224-70 Privacy Act**

As prescribed in HHSAR [324.105\(a\)](#), the Contracting Officer shall insert the following clause:

**Privacy Act (December 18, 2015)**

This contract requires the Contractor to perform one or more of the following: (a) design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (**5 U.S.C. 552a(m)(1)**) and applicable agency regulations.

The term system of records means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)).

The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)). The contract work statement:

- (a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and
- (b) Specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

**352.224-71 Confidential Information.**

As prescribed in HHSAR [324.105\(b\)](#), insert the following clause:

**Confidential Information (December 18, 2015)**

- (a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- (b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.
- (c) Confidential Information or records shall not be disclosed by the Contractor until:

(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.

(2) For information provided by or on behalf of the government,

(i) The publication or dissemination of the following types of information are restricted under this contract: [INSERT RESTRICTED TYPES OF INFORMATION. If none, so state.]

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: [STATE WHY THE PUBLIC OR GOVERNMENT INTEREST REQUIRES THE RESTRICTION OF EACH TYPE OF INFORMATION. ANY BASIS FOR NONDISCLOSURE WHICH WOULD BE VALID UNDER THE FREEDOM OF INFORMATION ACT IS SUFFICIENT UNDER THIS CLAUSE.]

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

### **352.226-1 Indian Preference.**

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

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

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

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

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

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

(e) As used in this clause,

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

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

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

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

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

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

(End of clause)

**352.226-2 Indian Preference Program.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

### **352.232-71 Electronic submission of payment requests**

As prescribed in HHSAR 332.7003, use the following clause:

#### **Electronic Submission of Payment Requests**

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

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

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

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

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

(End of Clause)

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

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

Pro-Children Act (December 18, 2015)

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above.

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

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

(End of clause)

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

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5377 Revision No.: 22 Date Of Last Revision: 07/21/2023
Daniel W. Simms Director	Division of Wage Determinations

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

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

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

State: South Dakota

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.48***
01012 - Accounting Clerk II		17.38
01013 - Accounting Clerk III		19.44
01020 - Administrative Assistant		19.93
01035 - Court Reporter		17.69
01041 - Customer Service Representative I		14.34***
01042 - Customer Service Representative II		15.64***
01043 - Customer Service Representative III		17.57
01051 - Data Entry Operator I		12.90***
01052 - Data Entry Operator II		14.08***
01060 - Dispatcher, Motor Vehicle		16.48
01070 - Document Preparation Clerk		14.08***
01090 - Duplicating Machine Operator		14.08***
01111 - General Clerk I		14.20***

01112 - General Clerk II	15.50***
01113 - General Clerk III	17.39
01120 - Housing Referral Assistant	19.71
01141 - Messenger Courier	11.48***
01191 - Order Clerk I	12.90***
01192 - Order Clerk II	14.08***
01261 - Personnel Assistant (Employment) I	15.94***
01262 - Personnel Assistant (Employment) II	18.70
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	19.71
01290 - Rental Clerk	14.07***
01300 - Scheduler, Maintenance	15.82***
01311 - Secretary I	15.82***
01312 - Secretary II	17.69
01313 - Secretary III	19.71
01320 - Service Order Dispatcher	14.74***
01410 - Supply Technician	19.93
01420 - Survey Worker	15.36***
01460 - Switchboard Operator/Receptionist	14.90***
01531 - Travel Clerk I	13.10***
01532 - Travel Clerk II	13.64***
01533 - Travel Clerk III	15.91***
01611 - Word Processor I	14.08***
01612 - Word Processor II	15.82***
01613 - Word Processor III	17.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.99
05010 - Automotive Electrician	18.01
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.17
05110 - Mobile Equipment Servicer	15.41***
05130 - Motor Equipment Metal Mechanic	18.87
05160 - Motor Equipment Metal Worker	17.17
05190 - Motor Vehicle Mechanic	18.87
05220 - Motor Vehicle Mechanic Helper	14.52***
05250 - Motor Vehicle Upholstery Worker	16.29
05280 - Motor Vehicle Wrecker	17.17
05310 - Painter, Automotive	18.01
05340 - Radiator Repair Specialist	17.17
05370 - Tire Repairer	14.56***
05400 - Transmission Repair Specialist	18.87
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.70***
07041 - Cook I	14.58***
07042 - Cook II	16.75
07070 - Dishwasher	11.84***
07130 - Food Service Worker	12.60***
07210 - Meat Cutter	15.76***
07260 - Waiter/Waitress	12.20***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.11
09040 - Furniture Handler	15.19***
09080 - Furniture Refinisher	23.11
09090 - Furniture Refinisher Helper	18.07
09110 - Furniture Repairer, Minor	20.96
09130 - Upholsterer	23.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.59***
11060 - Elevator Operator	14.43***
11090 - Gardener	18.11
11122 - Housekeeping Aide	14.43***
11150 - Janitor	14.43***
11210 - Laborer, Grounds Maintenance	14.07***
11240 - Maid or Houseman	12.39***
11260 - Pruner	12.66***

11270 - Tractor Operator	16.77
11330 - Trail Maintenance Worker	14.07***
11360 - Window Cleaner	16.03***
12000 - Health Occupations	
12010 - Ambulance Driver	15.86***
12011 - Breath Alcohol Technician	20.05
12012 - Certified Occupational Therapist Assistant	27.51
12015 - Certified Physical Therapist Assistant	23.54
12020 - Dental Assistant	19.89
12025 - Dental Hygienist	37.39
12030 - EKG Technician	30.39
12035 - Electroneurodiagnostic Technologist	30.39
12040 - Emergency Medical Technician	15.86***
12071 - Licensed Practical Nurse I	17.93
12072 - Licensed Practical Nurse II	20.05
12073 - Licensed Practical Nurse III	22.35
12100 - Medical Assistant	16.43
12130 - Medical Laboratory Technician	25.96
12160 - Medical Record Clerk	21.10
12190 - Medical Record Technician	23.60
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	44.07
12221 - Nursing Assistant I	12.52***
12222 - Nursing Assistant II	14.07***
12223 - Nursing Assistant III	15.36***
12224 - Nursing Assistant IV	17.24
12235 - Optical Dispenser	16.76
12236 - Optical Technician	17.93
12250 - Pharmacy Technician	17.76
12280 - Phlebotomist	17.93
12305 - Radiologic Technologist	30.07
12311 - Registered Nurse I	26.48
12312 - Registered Nurse II	32.38
12313 - Registered Nurse II, Specialist	32.38
12314 - Registered Nurse III	39.17
12315 - Registered Nurse III, Anesthetist	39.17
12316 - Registered Nurse IV	46.96
12317 - Scheduler (Drug and Alcohol Testing)	24.84
12320 - Substance Abuse Treatment Counselor	22.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	14.00***
13012 - Exhibits Specialist II	17.35
13013 - Exhibits Specialist III	21.21
13041 - Illustrator I	14.00***
13042 - Illustrator II	17.35
13043 - Illustrator III	21.21
13047 - Librarian	19.21
13050 - Library Aide/Clerk	11.14***
13054 - Library Information Technology Systems Administrator	17.35
13058 - Library Technician	12.81***
13061 - Media Specialist I	13.02***
13062 - Media Specialist II	14.56***
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70***
13072 - Photographer II	14.21***
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13090 - Technical Order Library Clerk	15.49***
13110 - Video Teleconference Technician	12.78***
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.05***
14042 - Computer Operator II	17.95
14043 - Computer Operator III	20.50

14044 - Computer Operator IV	22.24
14045 - Computer Operator V	27.05
14071 - Computer Programmer I	(see 1) 19.39
14072 - Computer Programmer II	(see 1) 24.01
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.05***
14160 - Personal Computer Support Technician	26.10
14170 - System Support Specialist	28.90
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.94
15020 - Aircrew Training Devices Instructor (Rated)	36.22
15030 - Air Crew Training Devices Instructor (Pilot)	43.42
15050 - Computer Based Training Specialist / Instructor	29.94
15060 - Educational Technologist	31.16
15070 - Flight Instructor (Pilot)	43.42
15080 - Graphic Artist	17.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.42
15086 - Maintenance Test Pilot, Rotary Wing	43.42
15088 - Non-Maintenance Test/Co-Pilot	43.42
15090 - Technical Instructor	19.50
15095 - Technical Instructor/Course Developer	23.85
15110 - Test Proctor	15.74***
15120 - Tutor	15.74***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.81***
16030 - Counter Attendant	11.81***
16040 - Dry Cleaner	13.49***
16070 - Finisher, Flatwork, Machine	11.81***
16090 - Presser, Hand	11.81***
16110 - Presser, Machine, Drycleaning	11.81***
16130 - Presser, Machine, Shirts	11.81***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.81***
16190 - Sewing Machine Operator	14.05***
16220 - Tailor	14.61***
16250 - Washer, Machine	12.37***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.39
19040 - Tool And Die Maker	31.51
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.11
21030 - Material Coordinator	22.16
21040 - Material Expediter	22.16
21050 - Material Handling Laborer	13.68***
21071 - Order Filler	13.24***
21080 - Production Line Worker (Food Processing)	19.11
21110 - Shipping Packer	17.27
21130 - Shipping/Receiving Clerk	17.27
21140 - Store Worker I	13.20***
21150 - Stock Clerk	17.99
21210 - Tools And Parts Attendant	19.11
21410 - Warehouse Specialist	19.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.50
23019 - Aircraft Logs and Records Technician	22.26
23021 - Aircraft Mechanic I	26.93
23022 - Aircraft Mechanic II	28.50
23023 - Aircraft Mechanic III	30.04
23040 - Aircraft Mechanic Helper	19.20
23050 - Aircraft, Painter	25.39
23060 - Aircraft Servicer	22.26
23070 - Aircraft Survival Flight Equipment Technician	25.39

23080 - Aircraft Worker	23.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.82
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	25.39
23120 - Bicycle Repairer	20.74
23125 - Cable Splicer	40.04
23130 - Carpenter, Maintenance	18.20
23140 - Carpet Layer	23.82
23160 - Electrician, Maintenance	25.08
23181 - Electronics Technician Maintenance I	23.82
23182 - Electronics Technician Maintenance II	25.39
23183 - Electronics Technician Maintenance III	26.93
23260 - Fabric Worker	22.26
23290 - Fire Alarm System Mechanic	26.93
23310 - Fire Extinguisher Repairer	20.74
23311 - Fuel Distribution System Mechanic	37.49
23312 - Fuel Distribution System Operator	29.28
23370 - General Maintenance Worker	18.83
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	22.26
23382 - Ground Support Equipment Worker	23.82
23391 - Gunsmith I	20.74
23392 - Gunsmith II	23.82
23393 - Gunsmith III	26.93
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.52
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.89
23430 - Heavy Equipment Mechanic	28.82
23440 - Heavy Equipment Operator	23.27
23460 - Instrument Mechanic	26.93
23465 - Laboratory/Shelter Mechanic	25.39
23470 - Laborer	13.68***
23510 - Locksmith	25.39
23530 - Machinery Maintenance Mechanic	29.61
23550 - Machinist, Maintenance	26.93
23580 - Maintenance Trades Helper	19.20
23591 - Metrology Technician I	26.93
23592 - Metrology Technician II	28.50
23593 - Metrology Technician III	30.04
23640 - Millwright	26.93
23710 - Office Appliance Repairer	25.39
23760 - Painter, Maintenance	19.03
23790 - Pipefitter, Maintenance	24.43
23810 - Plumber, Maintenance	23.03
23820 - Pneudraulic Systems Mechanic	26.93
23850 - Rigger	26.93
23870 - Scale Mechanic	23.82
23890 - Sheet-Metal Worker, Maintenance	26.93
23910 - Small Engine Mechanic	23.82
23931 - Telecommunications Mechanic I	30.18
23932 - Telecommunications Mechanic II	31.93
23950 - Telephone Lineman	24.96
23960 - Welder, Combination, Maintenance	18.34
23965 - Well Driller	26.93
23970 - Woodcraft Worker	26.93
23980 - Woodworker	20.74
24000 - Personal Needs Occupations	
24550 - Case Manager	15.73***
24570 - Child Care Attendant	11.81***
24580 - Child Care Center Clerk	14.73***
24610 - Chore Aide	14.73***
24620 - Family Readiness And Support Services	15.73***

Coordinator	
24630 - Homemaker	16.50
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.51
25040 - Sewage Plant Operator	22.34
25070 - Stationary Engineer	26.51
25190 - Ventilation Equipment Tender	18.90
25210 - Water Treatment Plant Operator	22.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.67
27007 - Baggage Inspector	14.50***
27008 - Corrections Officer	18.99
27010 - Court Security Officer	20.92
27030 - Detection Dog Handler	16.22
27040 - Detention Officer	18.99
27070 - Firefighter	22.59
27101 - Guard I	14.50***
27102 - Guard II	16.22
27131 - Police Officer I	20.68
27132 - Police Officer II	22.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.37***
28042 - Carnival Equipment Repairer	16.60
28043 - Carnival Worker	11.61***
28210 - Gate Attendant/Gate Tender	20.90
28310 - Lifeguard	11.55***
28350 - Park Attendant (Aide)	23.38
28510 - Recreation Aide/Health Facility Attendant	17.05
28515 - Recreation Specialist	28.95
28630 - Sports Official	18.60
28690 - Swimming Pool Operator	19.07
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.82
29020 - Hatch Tender	23.82
29030 - Line Handler	23.82
29041 - Stevedore I	22.26
29042 - Stevedore II	25.39
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	15.52***
30022 - Archeological Technician II	17.37
30023 - Archeological Technician III	21.51
30030 - Cartographic Technician	21.51
30040 - Civil Engineering Technician	22.85
30051 - Cryogenic Technician I	23.83
30052 - Cryogenic Technician II	26.32
30061 - Drafter/CAD Operator I	15.52***
30062 - Drafter/CAD Operator II	17.37
30063 - Drafter/CAD Operator III	19.36
30064 - Drafter/CAD Operator IV	23.83
30081 - Engineering Technician I	13.83***
30082 - Engineering Technician II	15.52***
30083 - Engineering Technician III	17.37
30084 - Engineering Technician IV	21.51
30085 - Engineering Technician V	26.32
30086 - Engineering Technician VI	31.84
30090 - Environmental Technician	20.79
30095 - Evidence Control Specialist	21.51
30210 - Laboratory Technician	19.36
30221 - Latent Fingerprint Technician I	23.83
30222 - Latent Fingerprint Technician II	26.32
30240 - Mathematical Technician	21.51
30361 - Paralegal/Legal Assistant I	20.19

30362 - Paralegal/Legal Assistant II	25.01
30363 - Paralegal/Legal Assistant III	30.60
30364 - Paralegal/Legal Assistant IV	37.02
30375 - Petroleum Supply Specialist	26.32
30390 - Photo-Optics Technician	20.20
30395 - Radiation Control Technician	26.32
30461 - Technical Writer I	21.51
30462 - Technical Writer II	26.32
30463 - Technical Writer III	31.84
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	23.83
30502 - Weather Forecaster II	28.99
30620 - Weather Observer, Combined Upper Air Or	(see 2) 19.36
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	13.33***
31030 - Bus Driver	18.41
31043 - Driver Courier	17.39
31260 - Parking and Lot Attendant	13.13***
31290 - Shuttle Bus Driver	17.01
31310 - Taxi Driver	14.24***
31361 - Truckdriver, Light	18.78
31362 - Truckdriver, Medium	20.16
31363 - Truckdriver, Heavy	22.17
31364 - Truckdriver, Tractor-Trailer	22.17
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	11.98***
99050 - Desk Clerk	12.44***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	14.14***
99252 - Laboratory Animal Caretaker II	15.27***
99260 - Marketing Analyst	25.78
99310 - Mortician	27.37
99410 - Pest Controller	22.68
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	15.78***
99711 - Recycling Specialist	18.80
99730 - Refuse Collector	14.20***
99810 - Sales Clerk	14.55***
99820 - School Crossing Guard	14.78***
99830 - Survey Party Chief	21.57
99831 - Surveying Aide	13.89***
99832 - Surveying Technician	18.06
99840 - Vending Machine Attendant	14.12***
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89***

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

seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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