

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 113	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HC102821R0012		6. SOLICITATION ISSUE DATE 26-Feb-2021
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARK E. KRAFT			b. TELEPHONE NUMBER (No Collect Calls) 618-418-6603		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 30 Mar 2021
9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE, BUILDING 3600 SCOTT AFB IL 62225-5406 TEL: FAX:		CODE HC1028	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 332312 SIZE STANDARD: 500
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO A DRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE A DDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Section SF 1449 - CONTINUATION SHEET

RFP INFORMATION

1. This request for proposal (RFP) is to upgrade the Raised Access Floor to meet load capacity in the computer rooms (1, 2A and 2B). All access floor panels shall be replaced with concrete core panels and upgrade the access flooring structure with new stringers to support a floor static design load of 2,500 pounds and a rolling load of 2,000 pounds with a basket weave stringer configuration. Lifting of existing racks shall be required for the removal and installation of the raised access floor panels. This effort includes installation of all equipment, electrical supplies and connections, testing, quality control and parts warranty.

The specifics are as follows:

Tracking Number	HC102821R0012
Contract Title	Data Center Raised Access Floor Upgrade and Signal Reference Grid
Small Business Set Aside	YES – Total Small Business
Order Type	Firm Fixed Price (FFP)
NAICS	332312
Period of Performance	The resultant contract will be awarded with a 1-year Period of Performance. The anticipated start date of this requirement is April 26, 2021
Section 508 Applicable	No
Method of Evaluation	Lowest Price Technically Acceptable (LPTA)
Performance Based	Yes
DD254 Required	Yes
Proposal due date	March 30, 2021 at 2:00pm CST

2. Offerors are requested to submit a written technical and price proposal in response to the Performance Work Statement (PWS) embedded in HC102821R0012 and Quality Assurance Surveillance Plan (QASP). Further information on submission of technical and price proposals is provided throughout this document.

a. IAW with DISA Acquisition Regulation Supplement (DARS) 52.209-9000, each offeror shall specifically identify in its proposal, whether or not any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in Federal Acquisition Regulation (FAR) Subpart 9.5 exists for this procurement. If the offeror believes that no OCCI exists, the OCCI response shall set forth sufficient details to support such a position. If an offeror believes that an actual or perceived OCCI does exist on this procurement, the offeror shall submit an OCCI plan with the proposal, explaining in detail how the OCCI will be mitigated and/or avoided.

b. Section 508 Accessibility Standards do not apply to this requirement.

c. The following administrative requirements apply to the offerors’ proposals in response to the RFP. The technical portion of the proposal shall include information regarding the offeror’s ability to conform to all required terms and conditions in the solicitation. The offerors’ proposals shall address all aspects of the PWS. Page limitations are identified below under each evaluation factor and will be treated as maximums. If exceeded, excess pages will not be read or considered in evaluation of the proposal. The following items will not be considered when calculating page limits: cover page, table of contents, glossary, executive summary, generic resumes, and OCCI mitigation plans. In the event any evaluation notices are issued, page limitations may also be placed on those. The technical portion of the proposal is to be submitted as a Microsoft (MS) Word 2007 or PDF document. The page format shall have a 1 inch margin using no smaller than an 11 point Ariel, Times New Roman, or Courier New font for all text to include any text contained in a table. The price proposal spreadsheet shall be a separate document from the technical proposal and shall be submitted in MS Excel 2007 format. All formulas shall remain present in the spreadsheet for verification. The total size of each email (including all attachments) shall not exceed 20MB. Email attachments shall not be submitted in a .zip file format. Page limitations shall not be circumvented by

including inserted text boxes/pop-ups or internet links to additional information; such inclusions are not acceptable and will not be considered as part of a proposal. The Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this RFP.

d. This requirement is being solicited to small business contractors (Set Aside 100%).

3. Evaluation Factors and Basis for Award Determination:

a. Award will be made to the offeror whose proposal is determined to represent the overall best value to the Government using an LPTA evaluation process. The evaluation factors and subfactors identified in paragraph 3c(1) below will be used in the determination of technical acceptability.

b. After receipt of proposals, the Government will first evaluate the lowest price proposal. If the lowest price proposal is determined to be technically acceptable and otherwise properly awardable, no further evaluations will be conducted, and award will be made. If, however, the lowest price proposal is determined to be technically unacceptable and/or otherwise not properly awardable, further evaluations will be conducted.

c. The standards for determining technical acceptability are below, as well as information concerning price proposals.

(1) Technical/Management Approach Factor: The Technical/Management Subfactors will be evaluated and rated either Acceptable or Unacceptable. In order for a proposal to be acceptable a contractor’s proposal to be rated overall Technically Acceptable each of the following subfactors must be rated Acceptable. Technical/ management proposals shall not exceed 20 pages.

(a) Subfactor 1: PWS Paragraph 6.1.1 - Project Schedule. In order for this subfactor to be rated Acceptable, the contractor shall submit a draft executable schedule with stated tasks for equipment installation that identifies all milestones that include start dates (draft schedule use June 1st as Day 1), submittal dates, estimated start dates, and completion dates necessary to complete the purchase and installation of the raised access flooring as required in PWS Paragraph 6.2, Task 2, and the installation and operational testing of the SRG grounding as required in PWS Paragraph 6.3, Task 3. Tasks do not require completion in sequential order and may occur concurrent with other tasks. The draft schedule shall be prepared using Microsoft Project or similar program within the stated Period of Performance of one (1) calendar year. The subfactor will only be rated acceptable if the Government can reasonably determine the schedule is executable.

(b) Subfactor 2: PWS Paragraph 6.2 - Raised Access Floor Upgrade. In order for this subfactor to be rated Acceptable, the contractor shall provide detailed information describing the raised access flooring materials and the structural components expected to be used to include the Manufacturer’s material information data sheets that meet the specifications for the raised access floor system per PWS Paragraph 6.2.1.1 and Appendix B- Rigid Grid Access Flooring specification, and the specific methods to be use in lifting the operational IT racks per PWS Paragraph 6.2.1.2 to accomplish this project. The technical response shall include detailed information that allows the Government to fully evaluate the offeror’s response.

Table 1. Technical/Management Ratings	
Rating	Description
Acceptable	Proposal/quotation clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal/quotation does not clearly meet the minimum requirements of the solicitation.

(2) Past Performance: Past performance is being evaluated on this LPTA requirement but only on a acceptable/unacceptable basis and will be considered only after the technical proposal is determined acceptable. Offerors will be evaluated on performance under existing and prior contracts for similar products or services with the past performance being rated as "Acceptable" or "Unacceptable." In order to be rated Acceptable, the

Government must determine that based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or that the offeror’s performance record is unknown. The contractor shall provide documented experience that demonstrates successful completion of projects installing raised access flooring in an active data center environment. This factor will be rated Unacceptable if, based on the offeror’s performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Past performance efforts cited must be for similar services, as outlined in the PWS, with satisfactory performance, and must have occurred within the last 5 years. A minimum of 2, but maximum of 5 past performance efforts may be submitted, and each past performance effort submitted shall not exceed 2 pages. The Government reserves the right to obtain information relative to present and past performance on its own, in addition to that provided by the offeror. Past performance, information may be obtained through the Past Performance Information Retrieval System, through interviews with program managers on past efforts, or any other sources known to the Government.

Table 2. Past Performance Ratings	
Description	
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable	Based on the offeror’s performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

(3) Price Factor:

(a) The Government will determine completeness of the offeror’s proposal by verifying that all solicitation requirements have been priced, figures are correctly calculated, and costs are presented in a clear and useful format. The offeror shall submit pricing for the scope of work requested for the 1-year PoP. The total evaluated price will consist of the contractor’s proposed price for the work requested.

(b) Offerors should ensure price proposals include detailed information regarding the resources required to accomplish the task (e.g., labor categories, labor hours, number of employees for each labor category, rates, travel, incidental equipment, contract access fees, etc.). **Again, the price proposal spreadsheet shall be a separate document from the technical/management proposal.**

(c) The Government may require surge support in accordance with DITCO Special Contract Requirement H6 – Option To Exercise Surge Support. The Government is providing a percentage value to be used by all offerors when proposing surge. Surge support will not exceed 5% of the offeror’s total proposed cost/price for the base and all option periods, excluding any 6-month extension of services pursuant to FAR 52.217-8. Offerors are instructed to propose this EXACT percentage for Surge CLIN 9999. Pricing for optional CLIN 9999 shall be quoted as a cost reimbursable, not-to-exceed CLIN. The Government will not conduct a cost realism analysis on optional surge CLIN 9999 if all other labor CLINs under the contract/task order are fixed price.

4. The Government intends to evaluate proposals and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions or seek clarifications if the Contracting Officer (KO) determines they are necessary. In the event issues pertaining to a proposed task cannot be resolved to the KO’s satisfaction, the Government reserves the right to withdraw and cancel the proposed contract. In such an event, offerors will be notified in writing. In the event a competitive range is established and the KO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the KO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition.

5. A fixed price payment plan commensurate with the value of the deliverables and/or significant milestones in the PWS must be submitted with your proposal. A fixed price payment plan with the total dollar amount divided into 12 equal monthly payments will not be accepted unless you provide justification for this plan that the Government subsequently deems adequate. If justification is provided and deemed adequate, you shall ensure your monthly price (total price divided by 12), comes to no more than two decimal places. You will be authorized to invoice monthly for all approved travel costs incurred and approved by the COR.
6. In response to this RFP, no terms, conditions, or assumptions will be entertained. If terms, conditions, or assumptions are included in a proposal, the proposal may be excluded on grounds that it failed to comply with the RFP’s instructions.
7. An offeror agrees that if its offer is accepted within 60 calendar days from the date of receipt of proposals (unless a different period is stated in the proposal), it will furnish the items and/or services identified in its proposal at the price offered to the designated point(s) within the time specified in the contract.
8. Portions of the successful offeror’s proposal may be incorporated into the contract.
9. Questions should be addressed to mark.e.kraft2.civ@mail.mil. Please provide any questions, in writing, **no later than March 17, 2021 at 2:00pm (CST)**. The Government reserves the right to not answer questions submitted after this time.
10. Proposals are due **no later than March 30, 2021 at 2:00pm (CST) and should be submitted electronically to mark.e.kraft2.civ@mail.mil. The Government will not accept proposals that are not submitted electronically (i.e., through e-mail).**

Attachments:
 Non-Disclosure Agreement (NDA)
 CLIN Pricing Worksheet
 QASP

PWS

Performance Work Statement (PWS)
 Raised Floor Upgrade
 Defense Information Systems Agency (DISA) San Antonio
 As of February 26, 2021

Contract Number:	TBD
Task Order Number:	N/A
Tracking Number:	832117745
Contractor Name:	TBD
Follow-on to Previous Contract and Task Order Number:	N/A

1. Contracting Officer’s Representative (COR) and Site Contacts.

a. COR.

Name:	Ryan Franz
Organization:	DISA SEL42
DODAAC	H98249
Address:	HQ DISA Denver
Phone Number:	303-224-1811

Fax Number:	303-224-1627
E-Mail Address:	ryan.m.franz4.civ@mail.mil

b. Site Points of Contact

Name:	Russell Harris, Facility Manager
Organization:	DISA SEL4A1 San Antonio
Address:	3326 General Hudnell (Bldg. 200) San Antonio, TX 78226
Phone Number:	210-889-6040
E-Mail Address:	russell.c.harris4.civ@mail.mil

Name:	Christopher Johnson, Raised Floor Manager
Organization:	DISA SEL4A1 San Antonio
Address:	3326 General Hudnell (Bldg. 200) San Antonio, TX 78226
Phone Number:	210-672-3044
E-Mail Address:	christopher.a.johnson58.civ@mail.mil

2. Contract or Task Order Title. Raised Floor Upgrade - DISA San Antonio, TX

3. Background.

Defense Information Systems Agency (DISA) Computing Centers provide routine and mission-critical computer processing resources and support to numerous Government agencies, 24 hours per day, and seven (7) days a week. DISA’s operational goal is to provide high availability and redundancy to all supported programs and workloads at a Tier III redundant datacenter. The San Antonio Data Center needs upgrades to the raised floor. The existing raised floor panels have reached the end of their useful life and must be replaced with concrete core panels for fire protection and higher floor load capacity, to meet the DOD standards. DISA’s IT mission requires computer room raised floor space be cooled in a standard computing room configuration with computer room air handlers and the underfloor plenum.

4. Objectives.

This project will upgrade the Raised Access Floor to meet load capacity in the computer rooms. All access floor panels shall be replaced with concrete core panels and upgrade the access flooring structure with new stringers to support a floor static design load of 2,500 pounds and a rolling load of 2,000 pounds with a basket weave stringer configuration. Lifting of existing racks shall be required for the removal and installation of the raised access floor panels. Clean the structural floor during floor replacement. Work includes all installation of equipment, electrical supplies, connections, and testing, quality control and parts warranty. This is a requirement of the DoD Core Data Center (CDC) reference architecture and CDC engineering standards.

5. Scope. Upgrade the Raised Access Floor to meet load capacity in Computer Rooms 1, 2A and 2B.

5.1. Task 1: Develop detailed project schedule, investigate existing conditions, conduct weekly project status meetings, prepare and submit shop drawings and product data for approval by the Government. Prepare and submit phased installation raised floor replacement plan and testing plan for the existing Signal Reference Grid (SRG).

5.2. Task 2: Raised Floor Upgrade in computer rooms. Replace all access floor panels with new concrete core panels in Computer Rooms 1, 2A and 2B. Upgrade the access flooring structure with new pedestals and stringers per the Rigid Grid Access Flooring Specification, Appendix B. As detailed in Appendix B, the new raised floor system shall support a floor static design load of 2,500 pounds and a rolling load of 2,000 pounds with a basket weave stringer configuration in Computer Rooms 1 and 2A. The pedestals and stringers in Computer Room 2B have been validated, under a separate engineering study, to meet the criteria detailed in Appendix B. Therefore in Computer Room 2B, the contractor may reuse the existing pedestals and stringers, however the contractor shall verify floor tile fit, structure tightness and perimeter stringer support to meet the manufacturer’s

requirements and the requirements under this contract. Lifting of existing racks, cable tray, and equipment shall be required for the removal and installation of the raised floor outside. Unbolting, moving and re-bolting the existing racks resting on the raised floor shall be required for the removal and installation of raised floor panels. Un-supporting and re-supporting the overhead cable tray supports shall be required for the removal and installation of the raised floor panels. Unbolting, moving, and re-bolting the existing Fire Suppression Tanks resting on the raised floor shall be required for the removal and installation of the raised floor panels. Clean the structural concrete floor during replacement of the access flooring system.

- 5.3. Task 3: Signal Reference Grid (SRG) Testing. The existing SRG shall be maintained and tested to validate that the existing SRG remained operational after the raised floor system replacement. The SRG is a bare copper 2' x 2' grounding grid that is attached to the raised floor structure. During the raised floor structure removal and install, the SRG attachment points shall be unattached and then reattached in a phased approach. Prepare and submit a phasing plan, any additional product data sheets, and a testing plan for the, electrical grounding system, SRG in Computer Rooms 1, 2A and 2B.
- 5.4. Task 4: Close-Out documentation provide for Government review and acceptance to include inventory sheet, test reports, as-built drawings, warranty letters, and Operations & Maintenance manual.

The Government may require surge support during the performance of the project. Surge modifications will be within the scope of the contract and provide increased support for the defined task areas of this PWS. Surge support over the life of the contract will not exceed 5.00% of the contractor's total proposed cost/price for the base and all option periods, excluding any six-month extension of services pursuant to FAR 52.217-8.

6. Performance Requirements.

- 6.1 Task 1: Develop detailed project schedule, investigate existing conditions, conduct weekly project status meetings, prepare and submit shop drawings and product data for approval by the Government. Prepare and submit a phased installation Raised Floor Replacement Plan and testing plan for the existing SRG to accomplish the project requirements as identified in this PWS and Appendices.
- 6.1.1 Project Schedule. The contractor shall provide a project schedule developed using Microsoft (MS) Project or similar program. Schedule shall use 'critical path' method and identify all milestones; the schedule shall include start date, submittal dates, key milestone dates, and completion dates as a minimum. The project schedule shall incorporate phasing of the project execution. The project schedule shall be reviewed at weekly progress meetings. At the request of the Site Raised Floor Manager, the general phasing order shall be to start with work in Computer Room 2A, then Computer Room 2B, with Computer Room 1 being last.
- 6.1.2 Investigate existing conditions. The contractor shall perform site visits after contract award and review the as-built drawings to gather information on existing conditions and have a complete understanding of existing conditions and required work. The contractor shall investigate and verify all existing conditions, including working conditions, access, and other items/systems on the raised floor environment. DISA's existing record drawings are available to the contractor, but these record drawings should not be viewed as complete and accurate. The contractor shall field verify all existing conditions prior to commencing with any work.
- 6.1.3 Project Status Meetings. The contractor shall conduct weekly project status meetings and are required to provide schedule updates and record meeting minutes for distribution.
- 6.1.4 Shop Drawings and product data. The contractor shall prepare and submit detailed shop drawings and product data from Original Equipment Manufacturer (OEM) for Government review and approval. Shop drawings shall show: tile layout for each room, door threshold detail, wall edge detail, and necessary bracing details. Allow 10 business days for Government reviews.

- 6.1.4.1 Product Data sheets for the raised floor materials shall include, as a minimum, panels, pedestals, top plates and stringers, and epoxy for securing pedestals to the subfloor.
- 6.1.4.2 SRG grounding grid testing submittal shall include the grid layout diagram and Product Data sheets for the cabling and bonding to be used.
- 6.1.5 Raised Floor Replacement Plan. The contractor shall prepare and submit a Raised Floor Replacement Plan with a detailed description of the Method of Procedures (MOPs) to be performed to replace the raised floor in phases with mitigation steps to avoid disruption of site operation and an installation phasing sequence that meets the proposed project schedule. At the request of the Site Raised Floor Manager, the general phasing order shall be to start with work in Computer Room 2A, then Computer Room 2B, with Computer Room 1 being last. The plan shall identify systems and process for raising the operational IT racks to remove existing floor panels and support structure from below racks and install new raised floor components and grounding, the protection of power connections, IT data cabling, conveyance and control circuits, and the location of material storage and cutting areas. The contractor’s plan shall include, but not limited to: MOP for lifting the IT racks, fire suppression tanks, and overhead cable tray supports, sequencing, Quality Control Plan, protection of existing systems to remain, building access, panel cutting area outside the raised floor environment, location of dumpsters and contractors’ work trailers.

Deliverables for Task 1:

PWS Task#	Deliverable Title	Format	Due Date	Distribution/ Copies	Frequency and Remarks
6.1.1	Project Schedule	MS Project or similar Gantt charting software in ‘critical path’	30 calendar days after award	Standard Distribution*	Reviewed and updated at Monthly Progress Meetings
6.1.3	Project Status Meetings	Per this PWS	Weekly after project kick-off meeting	Standard Distribution*	Reviewed and updated at Project Meetings
6.1.4.1	Shop Drawings and Product Data submittal for Raised Floor	pdf and dwg (see 6.4.3)	Prior to ordering materials	Standard Distribution*	According to approved schedule in 6.1.1 of the PWS.
6.1.4.2	SRG Testing Plan submittal	pdf (see 6.4.3)	Prior to ordering materials and testing	Standard Distribution*	According to approved schedule in 6.1.1 of the PWS.
6.1.5	Raised Floor Replacement Plan	pdf and dwg	Prior to Raised Floor replacement	Standard Distribution*	According to approved schedule in 6.1.1 of the PWS.

*Standard Distribution: 1 electronic copy of the transmittal letter without the deliverable to the Contracting Officer Representative; 1 copy of the transmittal letter with the deliverable to the Technical Project Manager and Site POC.

6.2 Task 2: Raised Floor Upgrade.

- 6.2.1 Contractor shall replace the Raised Access Floor perforated and solid panels in Computer Rooms 1, 2A and 2B. The total approximate area total is 24,400 square feet. Contractor must order and install the raised access panels in accordance with the Rigid Grid Access Flooring Specification, Appendix B. Work shall include replacing all access floor panels with new concrete core panels and new perforated panels per Appendix B. Lifting of existing racks, cable tray, and equipment shall be required for the removal and installation of the raised floor panels. Unbolting, moving and re-bolting the existing racks resting on the raised floor shall be required for the removal and installation of raised floor panels. Un-supporting and re-supporting the overhead cable tray supports shall be required for the removal and installation of the raised floor panels. Lifting of the IT racks may need to be combined with lifting the cable tray. The cable tray

may need to be lifted as a section since the cable tray spans multiple IT racks. Unbolting, moving, and re-bolting the existing Fire Suppression Tanks resting on the raised floor and associate support structure shall be required for the removal and installation of the raised floor panels. Clean the structural concrete floor during replacement of the access flooring system.

- 6.2.1.1 In Computer Room 1: There are approximately 200 IT racks, approximately 24 fire suppression tanks, 2 water distribution units (WDUs), 24 In-row coolers (IRCs), 30 Power Distribution Units (PDUs), and other equipment that sit on top of the raised floor. The IT racks, WDUs, IRCs, and PDUs shall remain in place and operational throughout the upgrade process. The raised access floor panels and structure shall be replaced underneath the IT racks, WDUs, IRCs, and PDUs. Note that 13 Computer Room Air Handlers (CRAHs) are on seismic support stands and do not need to be or cannot be lifted, therefore, the raised floor structure is placed around the CRAH unit supports. There are several electrical critical distribution panels that may not allow for any vertical or horizontal movement; Contractor shall provide a solution to the Government for review and approval. In addition, Computer Room 1 has overhead cable tray that is supported by vertical supports that sit on the raised floor structure. These supports must be temporarily repositioned to support the cable tray weight during the removal and installation of the new raised floor. Lastly, there is a concrete trench that will require metal bracing across the span of the trench to support the new raised access floor. The trench span shall not be supported with any combustible materials. The metal trench span supports shall be anchored to the concrete. Contractor shall provide a show drawing of the trench supports for review and approval prior to installation.
- 6.2.1.2 In Computer Room 2A: There are approximately 125 IT racks, approximately 8 fire suppression tanks, 4 Power Distribution Units (PDUs), and other equipment that sit on top of the raised floor. The IT racks and PDUs shall remain in place and operational throughout the upgrade process. The raised access floor panels and structure shall be replaced underneath the IT racks and PDUs. Note that four, 4, Computer Room Air Handlers (CRAHs) are on seismic support stands and do not need to be or cannot be lifted, therefore, the raised floor structure is placed around the CRAH unit supports. Lastly, there is a concrete trench that will require metal bracing across the span of the trench to support the new raised access floor. The trench span shall not be supported with any combustible materials. The metal trench span supports shall be anchored to the concrete. Contractor shall provide a show drawing of the trench supports for review and approval prior to installation.
- 6.2.1.3 In Computer Room 2B: There are approximately 85 IT racks, approximately 6 fire suppression tanks, 4 Power Distribution Units (PDUs), and other equipment that sit on top of the raised floor. The IT racks and PDUs shall remain in place and operational throughout the upgrade process. The raised access floor panels and structure shall be replaced underneath the IT racks and PDUs. Note that four, 4, Computer Room Air Handlers (CRAHs) are on seismic support stands and do not need to be or cannot be lifted, therefore, the raised floor structure is placed around the CRAH unit supports.
- 6.2.1.4 Contractor shall replace the raised access floor structure in the computer rooms with new pedestals, top plates, and stringers per the Rigid Grid Access Flooring Specification, Appendix B. As detailed in Appendix B, the new raised floor system shall support a floor static design load of 2,500 pounds and a rolling load of 2,000 pounds with a basket weave stringer configuration. The entire raised floor structure in Computer Rooms 1 and 2A must be replaced. The pedestals and stringers in Computer Room 2B have been validated, under a separate engineering study, to meet the criteria detailed in Appendix B. Therefore in Computer Room 2B, the contractor may reuse the existing pedestals and stringers, however the contractor shall verify floor tile fit, structure tightness and perimeter stringer support. If Computer Room 2B has missing perimeter support, the contractor shall install the missing stringers and pedestals.
- 6.2.1.5 The contractor shall take precautions to ensure no computing equipment will be taken offline (power, chilled water, or IT communication loss) during the replacement/installation of the raised floor panels and components. The contractor must ensure, prior to any raised floor panel replacement, that the IT rack(s) can be move/lifted while keeping the IT equipment operational during replacement of the raised flooring underneath the piece of equipment. Racks are connected with power cables under the raised floor and IT cabling via overhead cable tray. Understructure support shall metal tubing pedestals that have a corrosion

resistant finish that is zinc-free, electro-plated. The pedestals shall have an adjustable height assembly. Top plate shall be 3" x 3" x 8-gauge screw connection steel head. Provide metal trench span support structure to span the trench in CR1 and CR2A.

- 6.2.1.6 Stringers shall be 4' long heavy duty bolted stringer with 8 gauge fillet welded heads and placed on pedestals in a basket-weave configuration.
- 6.2.1.7 Floor perimeter panels must have edge stringers installed along the walls for rated load capacities to apply.
- 6.2.2 Contractor shall carefully remove existing systems attached to existing pedestals during floor structure replacement and reattach the systems to the new pedestals. These systems include: SRG grid grounding system, Very Early Warning Aspirating Smoke Detection (ASD/VESDA) system pipes, electrical conduits, control wires, and Building Automation System (BAS) cabling.
- 6.2.3 Contractor shall remove and properly dispose of all existing raised floor system components off site in an environmentally safe manner to include floor panels to include spare panels, stringers, pedestals and bracing, and all existing attachment items, such as screws, bolts and clips.
- 6.2.3.1 Contractor shall coordinate with the Site Facility Manager and the COR to request what quantity and also identify the 'best looking' raised floor tiles from CR1 to save as spare tiles to be held by the Site. This is the only clarification to paragraph 6.2.5.
- 6.2.4 Contractor shall provide access floor panels that are new manufactured concrete core (concore). Panel size shall be 24" X 24" and meet the requirements of Rigid Grid Access Flooring specification (Appendix B). Reconditioned panels or after-market laminated panels are not acceptable for this work.
- 6.2.4.1 Panel laminate shall be 1/8" thick High Pressure Laminate (HPL) surfacing conforming to requirements of Rigid Grid Access Flooring (Appendix B). Laminate color shall be Gray Starlite or similar as approved by the Government. Laminate shall be manufacturer installed with an integral trim edge.
- 6.2.4.2 There are approximately 6,125 panels with a requirement to provide and install approximately 5,450 solid panels and 675 perforated panels. Contractor shall verify floor panel type and count on site prior to ordering materials.
- 6.2.4.3 Perforated panels shall be steel, 25% fixed perforation and per the design requirements in Appendix B.
- 6.2.4.4 Spare floor panels shall be provided in the following quantities: ten percent (10%) additional perforated panels and ten percent (10%) solid panels shall be provided on pallets for future use by the Government.
- 6.2.4.5 Storage of raised access floor materials shall be coordinated and approved by the COR and Facility Manager to determine locations for storage inside and outside the building.
- 6.2.4.6 Cutouts of raised floor access panels for IT and power cabling, and chilled water piping, shall be done on edges of panels. Center cuts may be used on tiles when the equipment is permitted to be disconnected. Cutting of panels shall be done outside the raised floor environment to avoid dust and debris near the IT equipment unless required to remove existing panels with center access holes.
- 6.2.4.7 If removal of existing floor panels requires cutting, cutting shall be done with HEPA vacuum running along the cutting edge and protection of existing power and IT cables.
- 6.2.4.8 The raised access floor shall be removed and replaced in incremental sections so as not to disrupt the temperature-controlled climate in the data center rooms.

- 6.2.4.9 Phasing plan shall be developed and followed to allow continual operation of IT racks and limit the number of open floor area to maintain cooling to the racks. Temperature of the room shall no exceed 75 degrees F during the duration of the work unless approved by COR.
- 6.2.4.10 The finished raised floor shall be level to meet the tolerance criteria as stated in the Rigid Grid Access Flooring (Appendix B). Laser-leveling device shall be used to ensure floor is level.
- 6.2.5 Contractor shall provide brushed grommets and install at all cutouts in access floor panels. Grommets shall be flush mounted type similar to Koldlok 1010, Koldlok 3030 or approved equal. Grommets must be 2-piece units to allow for grommet to be installed at existing IT/power cabling, fire system piping and chilled water piping. The Koldlok 1010 can be field modified (cut in half) to meet this requirement.
- 6.2.5.1 The contractor shall allow for one (1) grommet per existing IT rack, and two (2) grommets per PDU, plus an additional 10% for rack changes. The contractor shall allow for grommets to seal the penetrations caused by fire system piping and supports and chilled water piping under each IRC and WDU. Provide an additional 50 split grommets as spare parts.
- 6.2.6 Contractor shall provide and replace wall base along the perimeter walls of computer rooms, offices and around columns to match existing as the current cove base is be susceptible to damage during replacement of the raised floor. Wall base height may need to be increased compared to the existing to provide a fully finished transition from the painted walls and columns to the new raised floor panel.
- 6.2.6.1 Wall base shall be thermoplastic rubber (TPR) wall base product to provide durability and flexibility. Adhesive shall be manufacturer approved acrylic adhesive. Color to be selected by site POC from manufacturer's standard color selections.
- 6.2.7 Contractor shall clean the structural concrete sub-floor during floor upgrade, fill any holes encountered or created, and repair/touch-up the existing concrete floor sealer.
- 6.2.7.1 Pick up all loose debris and other trash under access floor.
- 6.2.7.2 Vacuum the under access floor space using vacuums equipped with HEPA filtration systems, removing all dust and dirt from the sub floor area. Vacuums shall be capable of capturing particles as minute as .3 microns at a 99.97% efficiency rating.
- 6.2.7.3 All vacuums shall be fitted with GFCI protectors and will never be plugged in under the raised access floor or to power strips inside the IT racks. Only designated power outlets will be utilized when performing decontamination functions.
- 6.2.7.4 Filters shall be cleaned or replaced at the end of each working day. Vacuums shall be inspected/started outside the building each morning, before use, to insure the integrity and cleanliness of the filtration system.
- 6.2.7.5 Mop and wipe down the under access floor space with damp mop and/or cloths. Rinse mop and cloths frequently. Do not use excesses water, mop/cloth shall not be dripping water.
- 6.2.7.6 Patch any holes encountered or created in the concrete sub-floor. Repair/touch-up existing sealed concrete with a compatible low VOC penetrating sealer to match existing.
- 6.2.8 Contractor shall protect the existing cable tray under the raised floor and support the trays as necessary during access floor system upgrade.
- 6.2.9 If any hot work is desired, contractor shall request the use of hot work to the Facility Manager, COR and also submit a hot work permit.

- 6.2.10 Contractor shall protect the existing VESDA System, grounding grid, cable tray and any other systems encountered under the raised access floor, these systems must remain operational during this project. Systems shall be removed and reinstalled/attached. Contractor shall maintain all existing finishes to pre-construction condition and all damage due to construction activities must be repaired.
- 6.2.11 Contractor shall ensure the leak detection cable system remains in-place and operational around the CRAH units and trenches. Care shall be taken to prevent damage to the under floor leak detection system.

Once a computer room’s installation is complete, contractor shall replace all CRAH and IRC filters.
- 6.2.12 Contractor shall ensure the water/condensate drainage piping remains in-place and operational under raised access floor. Take care to not damage these systems. Any leaks encountered or created shall be repaired.

Deliverables for Task 2:

PWS Task#	Deliverable Title	Format	Due Date	Distribution/ Copies	Frequency and Remarks
6.2	Raised Floor Upgrade	Installation completed per this PWS	Per approved installation schedule	Not Applicable	According to approved schedule

6.3 Task 3: Signal Reference Grid (SRG) Testing.

- 6.3.1 The existing SRG shall be maintained and tested to validate that the existing SRG remained operational after the raised floor system replacement. The SRG is a bare copper 2’ x 2’ grounding grid that is attached to the raised floor structure. During the raised floor structure removal and install, the SRG attachment points shall be unattached and then reattached in a phased approach. Prepare and submit a phasing plan, any additional product data sheets, and a testing plan for the, electrical grounding system, SRG in Computer Rooms 1, 2A and 2B. This activity in Computer Room 2B may not be necessary if the structure is reused and not disturbed.
- 6.3.2 The SRG was designed and installed based on MIL Standard 188-124B and Signal Reference Grid for Grounding, Appendix C and E. SRG shall be re-installed per these references.
- 6.3.3 The SRG will require additional grounding ties to connect the floor structure to the cable tray in four locations based on Appendix C.
- 6.3.4 Exothermic welds are not allowed inside the building.
- 6.3.5 Testing Plan shall ensure continuity of the SRG per Appendix D - SRG Grounding System Commissioning that will result in a testing report for grounding connectivity to ensure it is below 1.0 ohms.

Deliverables for Task 3:

PWS Task#	Deliverable Title	Format	Due Date	Distribution/ Copies	Frequency and Remarks
6.3	Signal Reference Grid (SRG) Testing Plan	PDF or similar format	Upon completion of commissioning	Standard Distribution	Once, prior to SRG testing.

*Standard Distribution: 1 electronic copy of the transmittal letter without the deliverable to the Contracting Officer Representative; 1 copy of the transmittal letter with the deliverable to the Technical Project Manager and Site POC.

- 6.4 Task 4: Provide Close-Out documentation for Government review and acceptance to include inventory sheet, test reports, as-built drawings, warranty letters, and Operations & Maintenance manuals.
 - 6.4.1 Inventory Update.
Contractor shall provide an inventory of any new SRG equipment installed in accordance with the attached DISA Systems, Equipment, and Components (SEC) Inventory Spreadsheet at Appendix G.
 - 6.4.2 Testing Reports. Provide a final copy of SRG Testing for grounding connectivity.
 - 6.4.3 As-built Drawing.
Provide As-Built Shop Drawings depicting the installed configuration of equipment using AutoCAD 2019® compatible DWG and PDF formats on ANSI D size DISA supplied templates for approval.
 - 6.4.3.1 The contractor shall update supplied AutoCAD planning drawings to show the new raised floor. No IT equipment (racks, cabinets, telephone switches) shall be shown on any drawings.
 - 6.4.3.2 A complete set of As-Built drawings shall be provided in electronic and hard-copy format as part of this project prior to final project close-out in AutoCAD 2019 compatible and PDF formats. Two (2) sets of hardcopy drawings in not less than ANSI D size are required for all formal transmittals. Transmittals shall be made simultaneously to the project Technical POC and the DISA Facility Manager at the site.
 - 6.4.4 Warranty Letters for installed equipment.
 - 6.4.4.1 The project shall include a minimum one-year parts and labor warranty on all installed equipment. The warranty period shall start upon acceptance of installed equipment and completion of all required start-up and testing commissioning.
 - 6.4.4.2 The equipment manufacturer shall provide a warranty on the performance and operation of all contractor provided materials and equipment installed in the facility.
 - 6.4.4.3 All equipment shall be installed per the manufacturer’s recommendations.
 - 6.4.5 Operations & Maintenance Binder.
Provide O&M Manuals for the new Raised Floor system and SRG grounding system consolidated in a binder. Contractor shall deliver one hard copy and one soft copies of operation and maintenance (O&M) binders. Submit electronic version for Government review and approval prior to final versions in hard copy. Final (O&M) binders shall be provided to DISA at least 30 days before O&M Training. The hard copy shall be delivered to the site. The operation and maintenance binders shall include the following:
 - 6.4.5.1 SEC Inventory list as approved by the Government of all new or replaced equipment with Spare Parts/equipment list.
 - 6.4.5.2 Test reports.
 - 6.4.5.3 As-built drawings.
 - 6.4.5.4 Warranty letter / Warranty contact information.
 - 6.4.5.5 Operation manuals for all items of equipment with maintenance procedures and schedule for all equipment and systems based on manufacturers’ recommendations.

Deliverables for Task 4:

PWS Task#	Deliverable Title	Format	Due Date	Distribution/ Copies	Frequency and Remarks
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6.1	Inventory Update	Per this PWS	Prior to Project Completion	Not Applicable	Once, at project completion
6.2	SRG Testing Report	PDF and spreadsheet of readings	Upon completion of testing	Standard Distribution*	Once, provide upon completion of testing.
6.3	As-built Drawings of installation	AutoCAD and pdf	Prior to Project Completion	Standard Distribution*	Once, at project completion
6.4	Warranty Letters	PDF	Prior to Project Completion	Standard Distribution*	Once, upon completion of installation work.
6.5	Operation & Maintenance (O&M) Binder	Electronic and one (1) hard copy to Site POC	Prior to Project Completion	Standard Distribution*	Once, at project completion

*Standard Distribution: 1 electronic copy of the transmittal letter without the deliverable to the Contracting Officer Representative; 1 copy of the transmittal letter with the deliverable to the Technical Project Manager and Site POC.

6.5 General Requirements:

- 6.5.1 Conflicts between codes and standards that are not specifically addressed in this PWS, the more stringent shall apply. The codes, standards and publications most current at the date of contract acceptance shall be those referenced for system planning.
- 6.5.2 Floor protection such as plywood or Masonite panels shall be used when delivering and installing equipment and materials to distribute equipment weight and prevent damage to building floor surfaces (e.g. carpeting, ramps, raised floor tiles). Cover any open cutouts with material of sufficient strength to support the loads to be encountered crossing the floor area.
- 6.5.3 Cutting operations inside the building will be performed with the simultaneous use of HEPA filter equipped vacuum equipment. No cutting operations shall be allowed in the computer rooms unless approved by the site for removal of existing access floor panels.
- 6.5.4 Clean work areas at least once a day and remove debris from inside the building daily.
- 6.5.5 Tack pads shall be used at work area entryways to prevent dust from being carried in and out of work areas by people’s feet.
- 6.5.6 Hazardous Condition (HAZCON) Notification: The contractor shall provide notification of all potential HAZCONs to describe when the facility is operating in a decreased state of reliability or operational ability. It is permissible for the contractor to intentionally place the site in a HAZCON to support work outlined under this contract. This is with the understanding that the contractor shall first fully coordinate and seek approval through DISA before proceeding with any work that puts the site in a HAZCON.
 - 6.5.6.1 HAZCON is defined as a condition in which the normal, alternate, backup, or redundant power source or mechanical equipment is not available, but power and cooling is not interrupted to the load. It is therefore not a true outage at the load, although it may be a partial outage of one bus, circuit, mechanical system, etc.
 - 6.5.6.2 Contractor shall provide a request and receive approval for the HAZCON at least 28 calendar days prior to the HAZCON event.
 - 6.5.6.3 Contractor shall ensure that all HAZCONs are clearly noted in the equipment installations’ sequence of events, i.e., Method of Procedure (MOP), hot taps to reduce installation time, etc.

6.5.6.4 HAZCONs that require an Authorized Service Action (ASA) or Authorized Service Interruption (ASI) shall be accompanied by a MOP detailing step-by-step sequence of events that address safety, operational availability, and coordination procedures. MOPs shall be reviewed and approved by the Government in advance of submission with the ASI request for equipment removal/installation.

6.5.6.5 MOP's shall be required for all equipment connections to the existing operational infrastructure.

6.5.7 Applicable Standards and Guidelines:

All work shall be done in accordance with the latest version(s) and/or edition(s) of the following codes and standards in this paragraph. DISA Facilities Engineering is the authority having jurisdiction (AHJ) for the project and shall provide interpretation of the standards. These documents are prescriptive to the execution of this PWS:

- National Electrical Code (NFPA 70)
- National Fire Protection Association (NFPA)
- Standard for Electrical Safety in the Workplace (NFPA 70E)
- International Building Code (IBC)
- TIA-942 Telecommunications Infrastructure Standard for Data Centers
- Unified Facilities Criteria (UFC)
- ANSI/NETA Acceptance Testing Standards (ATS) 2017 Edition
- United States Army Corp of Engineers (USACE) Engineer Research and Development Center A/E/C CAD
- MIL-STD 188-124B (4 Apr 2013)

6.6 Installation Surge Requirements:

An "Installation Surge" is defined as an installation/site condition or issue that cannot reasonably be expected to be accounted for during preparation of the Government's requirement nor the contractor's preparation of their proposal. The nature of completing projects to upgrade the Raised Floor System within existing facilities infrastructure contains a certain degree of risk/unknowns in encountering unforeseen site conditions. As a result, it is not feasible for the Government, nor the contractor, to anticipate all the conditions and/or issues that may arise during installation. Some of these conditions include, but are not limited to:

-Substandard and non-code compliant electrical and mechanical equipment installations found during new or replacement equipment installation. In such cases, these items must be brought into compliance with applicable Life Safety and Federal Government guidelines.

-Existing equipment infrastructure that must be modified in order to accommodate the installation of the new or replacement equipment under contract. This example includes existing conduit, conductors, waterlines, communication cabling that must be relocated or re-routed to allow equipment under contract to be installed in the specified location.

-Installation contingencies are anticipated throughout the life of this contract; therefore, the Government intends to issue a CLIN that will support resolution of the issues in real time. If at any time during the project installation the contractor identifies any work/requirement that falls within the scope of the Installation Surge CLIN, the COR and Contracting Officer should be notified immediately and prior to work commencing; the contractor shall include a rough estimate of costs to correct the issue within their notification to the COR and Contracting Officer. Once an installation Surge requirement is identified by the contractor to the appropriate Government POC (identified in paragraph 1), the Contracting Officer will contact the Contractor's Program Manager in writing to authorize performance start immediately under the Installation Surge Cost CLIN. The installation Surge CLIN may only be authorized for mission-critical repairs/ support as identified by the Contracting Officer.

-Surge requirements will be documented and reported. Equipment/Parts under this CLIN shall be reimbursed at unit cost. Performance on this effort will occur to the extent that Government funding is provided. All proposed labor rates under this CLIN shall be in line with current contract rates.

7. Performance Standards.

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
6.1 - Detailed project schedule, investigate existing conditions, conduct weekly project status meetings, and prepare and submit shop drawings/product data	100% schedule with complete phasing plan showing no planned data center operational interruptions.	100% review of schedule, meeting minutes and submittals
6.2.1 - Raised Floor Replacement	Installed materials meet technical requirements 95% of the time with any deficient work corrected in a manner that does not impact safety of Site personnel. All deficiencies shall be completed prior to contract completion.	100% Inspection
6.2.5 - Clean underfloor area	Underfloor area free of debris and dust through use of HEPA vacuum.	100% Inspection
6.3.6 - SRG for grounding Testing certification	Compliance with “Signal Reference Grid for Grounding” with continuity test of completed SRG shall ensure resistance does not exceed 1 ohm.	100% Inspection
6.4.5 - Operations & Maintenance (O&M) Binder	Material submissions, As-built drawings, Operation & Maintenance Manuals, require only minor modifications to comply with technical requirements. Revisions that occur are minor and resolved to meet contract requirement.	100% completion inspection prior to acceptance for technical compliance review by the Government facility management personnel.

8. Incentives.

Performance will be documented in past performance reports in the Contractor Performance Assessment Reporting System (CPARS), and as appropriate, will be taken into consideration for any potential follow-on work.

The Government will identify and communicate to the Contractor any services or deliverables that do not meet acceptable levels using the procedures identified in the Security Assurance Surveillance Plan (QASP).

Any performance/deliverable determined to be unacceptable based on the quality of the work shall be reworked at no additional cost to the Government until deemed acceptable by the Government. Any performance/deliverable determined to be unacceptable based on late delivery or late performance shall result in a reduction in the contract price to reflect the reduced value of the deliverable or services performed.

9. Place of Performance.

Data Center San Antonio
 3326 General Hudnell (Bldg. 200)
 San Antonio, TX 78226

10. Period of Performance.

Period of Performance is one-year (365 days) after award.

11. Security Requirements. The following security requirements shall apply to this effort. All work shall be UNCLASSIFIED. All personnel working in the facility shall be escorted and must comply with facility security policies and guidelines. Personal electronic devices, including cell phones, are not allowed in most areas of the

building. All personnel must attend a security briefing on site prior to being accessing the facility. The primary point of contact for security and facility access issues is the Data Center San Antonio POC. All documents, both hardcopy and electronic media, shall be clearly marked, “UNCLASSIFIED – FOR OFFICIAL USE ONLY”. All information relating to the project must be protected against release to the general public. Hardcopies of documents, including CD’s, shall be shredded before disposal. The contractor shall comply with Security Requirements. Contractors will be required to apply for temporary access to the base to gain entrance through the gate and be able to drive to the work site. More information for base access will be provided during the site survey.

References:

- a. DISA Form 786, DISA Statement of Information System Use and Acknowledgement of User Responsibilities
- b. DISA Policy Letter, Unauthorized Connections to Network Devices, 11 September 2013
- c. DISAI 240-110-8, Information Security
- d. DISAI 240-110-36, Personnel Security
- e. DISAI 240-110-38, Industrial Security
- f. DISA Instruction 630-230-19, Cybersecurity
- g. DoDM 5200.01, Vol 1-4 Information Security Program, 24 February 2012
- h. DOD 5200.2-R, DoD Personnel Security Program, 3 April 2017
- i. DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006 Incorporating Change 02 May 2016
- j. DOD 5220.22-R, Industrial Security Regulation

11.1 Facility Security Clearance. The work to be performed under this contract/order is Unclassified. Therefore, the company does NOT require a Secret Facility Clearance from the Defense Security Service Facility Clearance Branch.

11.2 Security Clearance and Information Technology (IT) Level. All personnel performing on or supporting a DISA contract/order in any way shall be U.S. citizens. The personnel security requirements for this contract/order cover the individuals supporting the Task Areas delineated in the table below.

PWS Task / Subtask	Clearance Level	IT Level Access	Level of Classified Access	Justification for Access to Classified
Install Raised Floor and SRG grounding wire.	NONE	N/A	N/A	None

11.2.1 Individuals supporting PWS tasks/Subtasks that require secret security clearance will, immediately upon hire, require Sensitive Compartmented Information (SCI) access eligibility adjudicated by the Defense Intelligence Agency or other federal adjudications facility to perform their duties. SCI processing for SCI eligibility will be coordinated with the supporting Government Security Manager and will begin immediately upon start of duty performance under this contract/order.

There is no SCI work required under this contract.

11.3 Investigation Requirements. All personnel requiring Secret access under this contract/order shall undergo a favorably adjudicated Tier 5 investigation (formerly known as a Single Scope Background Investigation (SSBI)) as a minimum requirement. The Tier 5 will be maintained current within 5-years and requests for Tier 5 reinvestigation (T5R formerly known as a Single Scope Background Period Reinvestigation (SBPR) or Phased Periodic Reinvestigation (PPR)) will be initiated prior to the 5-year anniversary date of the previous Tier 5.

11.3.1 All personnel requiring Secret access under this contract/order shall undergo a favorably adjudicated Tier 3 (Tier 3) investigation formerly known as a National Agency Check, Local Agency Check and Credit Check or Access National Agency Check and Inquiries as a minimum investigation. The Tier 3 investigation will be maintained current within 10-years and requests for Secret Periodic Reinvestigation will be initiated by submitting a Tier 3R Investigation prior to the 10-year anniversary date of the previous Tier 3 Investigation.

11.3.2 Contractor personnel that do not meet the investigation requirements for Secret IT-I access may be granted such access by the DISA Personnel Security Office (DISA PSO) provided there is no disqualifying information within the adjudicative guidelines that cannot be mitigated. The DISA PSO will request the contractor personnel complete an Electronic Questionnaire for Investigation Processing (e-QIP). The DISA PSO will review the e-QIP and if there's no disqualifying information, the individual may be eligible for Interim Secret IT-I access. Once favorable results are returned from the Federal Bureau Investigation (FBI) name and fingerprint check, and the National Agency Check portion of the investigation is completed favorable, DISA PSO may grant the Interim Secret IT-I provided all other condition are met. Contract personnel found ineligible for Interim Secret IT-I access will not be allowed to support a DISA contract/order requiring Secret IT-I access and must wait for final favorable adjudications by the appropriate adjudication facility.

11.4 Adjudication for Secret IT-I access. Favorable adjudication of any previous T5, T5R, SSBI, SBPR, or PPR by any of the DoD Central Adjudication Facility or other federal adjudications facility within a five-year period will be automatically accepted for final Secret IT-I access.

11.5 Visit Authorization Letters (VAL). Visit requests shall be processed and verified through the Joint Personnel Adjudication System (JPAS). JPAS visits for contracts are identified as "Other" or "TAD/TDY" and will include the Contract/Order Number and ADP/IT-Access Level of the contract/order in the Additional Information section. Contractors that do not have access to JPAS may submit visit authorizations by e-mail in a password protected .pdf to the Contracting Officer Representative (COR) or Alternate COR specified in PWS Section 1.0.

If JPAS is not available, the VAL must contain the following information on company letterhead:

- Company's name, address, telephone number, assigned CAGE Code, facility security clearance
- CAGE Code
- Contract/Order Number
- Name, SSN, date and place of birth, and citizenship of the employee intending to visit
- Certification of personnel security clearance and any special access authorizations required for the visit (type of investigation & date, adjudication date & agency, and IT access level).Name of COR/Alt COR
- Dates or period the VAL is to be valid.

11.6 Security Contacts.

For Data Center San Antonio specific security related matters, contact the Site Security Manager:

DISA Data Center San Antonio
Security Manager Contact Information:
Name: Jessica Hopkins
Phone Number: 210-672-3085
E-mail: jessica.d.hopkins2.civ@mail.mil
VAL e-mail: disa.jbsa.opa.mbx.security-mgmt-office@mail.mil

11.7 Information Security and other miscellaneous requirements.

11.7.1 Contractor personnel shall comply with all local security requirements including entry and exit control for personnel and property at the Government facility.

11.7.2 Contractor employees shall be required to comply with all Government security regulations and requirements. Initial and periodic safety and security training and briefings will be provided by Government security personnel. Failure to comply with Government security regulations and requirements shall require the company to provide the Government with a written remediation/corrective action plan; furthermore, failure to comply with such requirements can be cause for removal and the contractor will not be able to provide service on this contract/order.

11.7.3 Contractor employees with an incident report in JPAS who have had their access to classified suspended will not be permitted to fill positions requiring access to classified information on a DISA contract/order.

11.7.4 The Contractor shall not divulge any information, classified or unclassified, about DoD files, data processing activities or functions, user identifications, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall observe and comply with the security provisions in effect at the DoD facility. Identification shall be worn and displayed as required.

11.7.5 DISA retains the right to request removal of contractor personnel regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government.

11.7.6 Contractor personnel will generate or handle documents that contain For Official Use Only information at the Government facility. Contractor shall have access to, generate, and handle classified material only at the location(s) listed in the place of performance section of this document. All contractor deliverables shall be marked in accordance with DoDM 5200.1, Vol. 3, Vol. 4, Information Security, DOD 5400.7-R, Freedom of Information Act Program, unless otherwise directed by the Government. The contractor shall comply with the provisions of the DoD Industrial Security Manual for handling classified material and producing deliverables. The contractor shall comply with DISA Instruction 630-230-19, Cybersecurity.

11.7.7 The Contractor shall afford the Government access to the contractor's facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of data or to the function of information technology systems operated on behalf of DISA or DoD, and to preserve evidence of computer crime.

12. Government Furnished Property (GFP)/Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). N/A

13. Other Pertinent Information or Special Considerations. N/A

a. Identification of Possible Follow-on Work. N/A

b. Identification of Potential Conflicts of Interest (COI). N/A

c. Identification of Non-Disclosure Requirements.

Identification of Non-Disclosure Requirements. All contractor personnel shall execute a non-disclosure agreement stating project information will be protected IAW security guidelines and will not be released to the general public. The NDA must be signed within one week of contract/TO award. The contractor is responsible for obtaining and maintaining NDAs for each contractor employee assigned to the contract. (Appendix F)

Deliverables: Monthly Status Report. The contractor is responsible for identifying that all personnel, to include any new personnel on the contract, have executed the DISA-provided NDA and the NDA is current as of the date of the monthly status report. Monthly status reports shall be sent to the KOs and CORs.

d. Packaging, Packing and Shipping Instructions.

As provided by manufacturer. Outer packages shall not have any special markings, other than standard information used in common business practice. The delivery information in Paragraph 1 above is for US Postal Mail. Contact the COR or TM for FedEx or other courier deliveries. Outer packages shall not have any special marking other than standard information used in common business practice. Documents, CDs, etc. shall be marked in accordance with Paragraph 12 above. For electronic submissions, documents shall be submitted in searchable (not scanned) Adobe Acrobat version 10 or later. Shop drawings shall be in AutoCAD (.dwg) 2015 format in addition to, not in lieu of, Adobe Acrobat (.pdf). All electronic files shall be scanned for viruses prior to submission. Email transmittal of electronic documents is acceptable, providing each document does not exceed 5Mb attached file size. Multiple files to meet this requirement are acceptable.

e. Inspection and Acceptance Criteria.

Inspection shall be performed by visual observation by Government representatives. Successful system demonstration is required by the contractor prior to Government acceptance.

f. Property Accountability. N/A

g. Supply Chain Risk Management (SCRM). N/A

h. Supply Chain Risk Management (SCRM). N/A

i. Training. N/A

14. Section 508 Accessibility Standards. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications
- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia Products
- 1194.25 - Self-Contained, Closed Products
- 1194.26 - Desktop and Portable Computers
- 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.

Functional Performance Criteria

- 1194.31 - Functional Performance Criteria

15. Appendices:

- Appendix A – Raised Floor Upgrade Drawing
- Appendix B – Rigid Grid Access Flooring
- Appendix C – Signal Reference Grid for Grounding (SRG)
- Appendix D – SRG Grounding System Commissioning
- Appendix E – MIL-STD-188
- Appendix F – Contractor NDA
- Appendix G - SEC Inventory Format
- Appendix H – Electrical Safety Program

~~~ END OF DOCUMENT ~~~

PREPROPOSAL SITE VISIT REQUEST

1. Pre-Proposal Site Visit

1.1 A site visit will be offered at the place of performance identified in the PWS for the Raised Floor Upgrade project, Data Center San Antonio, TX. The site visit is scheduled for **March 09, 2021 with two sessions, one at 9:00 am and another at 1230 pm Central Time (CDT)** during which contractors may obtain a better

understanding of the work required. Offerors are strongly urged to attend this site visit to fully inform themselves about the location and conditions under which the work is to be performed.

1.2 All questions from the site visit, must be submitted in writing to the Contracting Officer no later than 6 business days after the site visit (March 17, 2020 at 2:00 pm Central). A record of the site visit and answers to the questions submitted will be distributed to all contractors as an amendment to the solicitation. Contractors are cautioned that, notwithstanding any remarks or clarifications given at the site visit, all terms and conditions of the contract apply unless changed in writing by the Contracting Officer.

1.3 Due to the COVID-19 Pandemic, we must limit access to the facility and request each interested company limit their representative to no more than two (2) people per company (2 per prime and 2 per each sub-contractors). Please note that Cloth Face Coverings are mandated for use by all military, civilian, and contractor personnel on the military installation per direction of the Secretary of Defense. Please see special note below.

## 2. Proposed Site Visit Itinerary

9:00 am OR 1230pm - Meet interested contractor representatives in the lobby of Data Center San Antonio at: **3326 General Hudnell (Bldg. 200) San Antonio, TX 78226**

*(Please allow adequate time to Sign-In)*

9:15 pm - Project Overview and Location Tour with DISA staff. (No phones or photos allowed.)

11:00 pm - Return to Conference Room for Question and Answer Session if needed.

11:30 pm - Conclude Site Visit and depart facility.

*(Please allow adequate time to Sign-In)*

12:45 pm - Project Overview and Location Tour with DISA staff. (No phones or photos allowed.)

2:30 pm - Return to Conference Room for Question and Answer Session if needed.

3:00 pm - Conclude Site Visit and depart facility.

## 3. Visitor Access Requirements

A Visit Authorization Letter (VAL) is required for all individuals requesting visitor access to the facility. **The request must be on file with the Data Center San Antonio Security Office at least 5 calendar days prior to the actual date of the site visit (March 09, 2021 / 9:00 AM and 12:30 PM Central).** Companies are required to provide a Visit Authorization Letter listing each employee visiting or working at a Data Center facility. The letter must be on company letterhead, signed by the company's Facility Security Officer (FSO) or responsible POC (Owner, Division Mgr, or Program Mgr) and contain the following information:

### 1. Company's Name and Address

-Name and Address of the Facility to be Visited: **DISA Data Center San Antonio  
3326 General Hudnell (Bldg. 200)  
San Antonio, TX 78226**

2. Date of Visit: March 09, 2021

3. Purpose of Visit: "Pre-Proposal Site Survey for Public Address System"

4. Contract Solicitation Number: HC102821R0012

5. Full Name and Telephone Number of Hosting Facility's POCs:

**Russell Harris, Facility Manager, (210) 889-6040, russell.c.harris4.civ@mail.mil**

1. Visitor's Name, Social Security Number, Date and Place of Birth, Citizenship, and Clearance Data, if any (*clearance level, agency who granted clearance and date granted*):

2. Company's Clearance Data (*clearance and safeguarding level (if any), date granted & CAGE code*)

3. Company Facility Security Officer or Responsible POC Name, Phone Number, Signature and Date

6. Visit Authorization Letter (VAL) Submission

The VAL will be sent (via e-mail) from the company to the Security Manager at the Data Center site where the work is to be performed. Request responding Vendors state Pre-Proposal Site Visit for \_\_\_\_ Project" on the Visit Request e-mail.

**Attn:** Pre-Proposal Site Visit for Raised Floor Upgrade  
**E-mail:** [disa.jbsa.opa.mbx.security-mgmt-office@mail.mil](mailto:disa.jbsa.opa.mbx.security-mgmt-office@mail.mil)

**Special Note:**

Due to the COVID-19 Pandemic, the DISA site and all military installations require that DOD workforce and visitors (military, civilian, and contractors) use cloth face coverings on military installations in public areas or workplace settings when physical distancing cannot be maintained.

Cloth face coverings are mandated for use by all military, civilian, and contractor personnel on the military installation per direction of the Secretary of Defense and is required in all DOD facilities worldwide in the following situations:

- Upon exiting vehicles in parking areas with other people in the area.
- Upon entry/exit at all DOD facilities (You may be required to remove your face mask for identification purposes.)
- While transiting throughout the facility (hallways, stairwells, elevators).
- While in common areas (restrooms, café, store, supply and storage areas, etc.)
- While utilizing or conversing with personnel at all customer service areas.
- Wear your face covering AND maintain a 6-foot distance while in the presence of others.
- Stay at home if you are sick.

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001    | Raised Access Floor Upgrade<br>FFP<br>This project will upgrade the Raised Access Floor to meet load capacity in the computer rooms (1, 2A and 2B). All access floor panels shall be replaced with concrete core panels and upgrade the access flooring structure with new stringers to support a floor static design load of 2,500 pounds and a rolling load of 2,000 pounds with a basket weave stringer configuration. Lifting of existing racks shall be required for the removal and installation of the raised access floor panels. This effort includes installation of all equipment, electrical supplies and connections, testing, quality control and parts warranty.<br>FOB: Destination<br>PSC CD: J054 | 1        | Lot  |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES                                                                                                                                                                                                                                                  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 9999<br>OPTION | Surge<br>COST<br>IAW PWS, SURGE is 5% of total contract price. In the event a SURGE requirement is required, the contractor shall provide a proposal for the SURGE request for quote IAW contract award and award labor rates.<br>FOB: Destination<br>PSC CD: J054 | 1        | Lot  |            |        |
| ESTIMATED COST |                                                                                                                                                                                                                                                                    |          |      |            |        |

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY  |
|------|------------|------------|-----------|------------|
| 0001 | N/A        | N/A        | N/A       | Government |
| 9999 | N/A        | N/A        | N/A       | Government |

**DELIVERY INFORMATION**

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|------|-----------------------------------|----------|-------------------------|------------------|
| 0001 | POP 26-APR-2021 TO<br>25-APR-2022 | N/A      | N/A<br>FOB: Destination |                  |
| 9999 | POP 26-APR-2021 TO<br>25-APR-2022 | N/A      | N/A<br>FOB: Destination |                  |

**CLAUSES INCORPORATED BY REFERENCE**

|           |                                                                                           |          |
|-----------|-------------------------------------------------------------------------------------------|----------|
| 52.202-1  | Definitions                                                                               | JUN 2020 |
| 52.203-3  | Gratuities                                                                                | APR 1984 |
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |



|              |                                                                                                                                               |          |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 52.203-12    | Limitation On Payments To Influence Certain Federal Transactions                                                                              | JUN 2020 |
| 52.203-17    | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights                                          | JUN 2020 |
| 52.204-4     | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper                                                                            | MAY 2011 |
| 52.204-9     | Personal Identity Verification of Contractor Personnel                                                                                        | JAN 2011 |
| 52.204-10    | Reporting Executive Compensation and First-Tier Subcontract Awards                                                                            | JUN 2020 |
| 52.204-19    | Incorporation by Reference of Representations and Certifications.                                                                             | DEC 2014 |
| 52.204-22    | Alternative Line Item Proposal                                                                                                                | JAN 2017 |
| 52.204-23    | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.            | JUL 2018 |
| 52.209-2     | Prohibition on Contracting with Inverted Domestic Corporations--Representation                                                                | NOV 2015 |
| 52.209-6     | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment                      | JUN 2020 |
| 52.209-7     | Information Regarding Responsibility Matters                                                                                                  | OCT 2018 |
| 52.209-9     | Updates of Publicly Available Information Regarding Responsibility Matters                                                                    | OCT 2018 |
| 52.209-10    | Prohibition on Contracting With Inverted Domestic Corporations                                                                                | NOV 2015 |
| 52.212-1     | Instructions to Offerors--Commercial Items                                                                                                    | JUN 2020 |
| 52.212-4     | Contract Terms and Conditions--Commercial Items                                                                                               | OCT 2018 |
| 52.219-6     | Notice Of Total Small Business Set-Aside                                                                                                      | NOV 2020 |
| 52.219-8     | Utilization of Small Business Concerns                                                                                                        | OCT 2018 |
| 52.222-35    | Equal Opportunity for Veterans                                                                                                                | JUN 2020 |
| 52.222-36    | Equal Opportunity for Workers with Disabilities                                                                                               | JUN 2020 |
| 52.222-41    | Service Contract Labor Standards                                                                                                              | AUG 2018 |
| 52.222-50    | Combating Trafficking in Persons                                                                                                              | OCT 2020 |
| 52.223-18    | Encouraging Contractor Policies To Ban Text Messaging While Driving                                                                           | JUN 2020 |
| 52.225-25    | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |
| 52.228-5     | Insurance - Work On A Government Installation                                                                                                 | JAN 1997 |
| 52.232-39    | Unenforceability of Unauthorized Obligations                                                                                                  | JUN 2013 |
| 52.232-40    | Providing Accelerated Payments to Small Business Subcontractors                                                                               | DEC 2013 |
| 52.233-1     | Disputes                                                                                                                                      | MAY 2014 |
| 52.233-3     | Protest After Award                                                                                                                           | AUG 1996 |
| 52.233-4     | Applicable Law for Breach of Contract Claim                                                                                                   | OCT 2004 |
| 52.237-1     | Site Visit                                                                                                                                    | APR 1984 |
| 52.237-2     | Protection Of Government Buildings, Equipment, And Vegetation                                                                                 | APR 1984 |
| 52.242-15    | Stop-Work Order                                                                                                                               | AUG 1989 |
| 52.246-4     | Inspection Of Services--Fixed Price                                                                                                           | AUG 1996 |
| 52.253-1     | Computer Generated Forms                                                                                                                      | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative                                                                                                          | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials                                                                                 | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights                                                                                       | SEP 2013 |

|                    |                                                                                                                            |          |
|--------------------|----------------------------------------------------------------------------------------------------------------------------|----------|
| 252.203-7005       | Representation Relating to Compensation of Former DoD Officials                                                            | NOV 2011 |
| 252.204-7003       | Control Of Government Personnel Work Product                                                                               | APR 1992 |
| 252.204-7006       | Billing Instructions                                                                                                       | OCT 2005 |
| 252.204-7012       | Safeguarding Covered Defense Information and Cyber Incident Reporting                                                      | DEC 2019 |
| 252.204-7015       | Notice of Authorized Disclosure of Information for Litigation Support                                                      | MAY 2016 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders                                                                  | DEC 1991 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.211-7008       | Use of Government-Assigned Serial Numbers                                                                                  | SEP 2010 |
| 252.215-7013       | Supplies and Services Provided by Nontraditional Defense Contractors.                                                      | JAN 2018 |
| 252.223-7008       | Prohibition of Hexavalent Chromium                                                                                         | JUN 2013 |
| 252.225-7001       | Buy American And Balance Of Payments Program-- Basic                                                                       | DEC 2017 |
| 252.225-7012       | Preference For Certain Domestic Commodities                                                                                | DEC 2017 |
| 252.225-7031       | Secondary Arab Boycott Of Israel                                                                                           | JUN 2005 |
| 252.225-7048       | Export-Controlled Items                                                                                                    | JUN 2013 |
| 252.225-7050       | Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism                     | DEC 2018 |
| 252.225-7051       | Prohibition on Acquisition of Certain Foreign Commercial Satellite Services.                                               | DEC 2018 |
| 252.225-7052       | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.                                                 | OCT 2020 |
| 252.225-7974 (Dev) | Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)                                 | FEB 2020 |
| 252.227-7015       | Technical Data--Commercial Items                                                                                           | FEB 2014 |
| 252.232-7003       | Electronic Submission of Payment Requests and Receiving Reports                                                            | DEC 2018 |
| 252.232-7010       | Levies on Contract Payments                                                                                                | DEC 2006 |
| 252.237-7010       | Prohibition on Interrogation of Detainees by Contractor Personnel                                                          | JUN 2013 |
| 252.239-7017       | Notice of Supply Chain Risk                                                                                                | FEB 2019 |
| 252.239-7018       | Supply Chain Risk                                                                                                          | FEB 2019 |
| 252.243-7001       | Pricing Of Contract Modifications                                                                                          | DEC 1991 |
| 252.243-7002       | Requests for Equitable Adjustment                                                                                          | DEC 2012 |
| 252.244-7000       | Subcontracts for Commercial Items                                                                                          | OCT 2020 |
| 252.247-7022       | Representation of Extent of Transportation by Sea.                                                                         | JUN 2019 |
| 252.247-7023       | Transportation of Supplies by Sea                                                                                          | FEB 2019 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332312.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in

paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [ offeror to insert changes, identifying change by clause number, title, date]. 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.

| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |

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 on SAM.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS – ALTERNATE I (JAN 2020)

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

| NAICS code | Size standard |
|------------|---------------|
| -----      | -----         |
| -----      | -----         |

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

( ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.



(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [ offeror to insert changes, identifying change by clause number, title, date]. 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.

| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |

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 on SAM.

(End of provision)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2020)  
ALTERNATE I (OCT 2014)

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

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

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

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

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

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

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

“Sensitive technology”—

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



- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, 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 to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern*. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.
- (2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

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

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

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

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

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

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

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

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

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

(ii) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, filed all required compliance reports.

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| ___           | ___               |
| ___           | ___               |
| ___           | ___               |

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| ___           | ___               |
| ___           | ___               |
| ___           | ___               |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| ___           | ___               |
| ___           | ___               |
| ___           | ___               |

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| —              | —                  |
| —              | —                  |
| —              | —                  |

[List as necessary]

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

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

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

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| —              | —                  |
| —              | —                  |
| —              | —                  |

[List as necessary]

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

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

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

Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| _____          | _____              |
| _____          | _____              |
| _____          | _____              |

[List as necessary]

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

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

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

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

(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 Product

| Listed End Product: | Listed Countries of Origin: |
|---------------------|-----------------------------|
| _____               | _____                       |
| _____               | _____                       |
| _____               | _____                       |

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

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

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

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

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

(2) [  ] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[  ] TIN: \_\_\_\_ .

[  ] TIN has been applied for.

[  ] TIN is not required because:

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

[  ] Offeror is an agency or instrumentality of a foreign government;

[  ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[  ] Sole proprietorship;

[  ] Partnership;

[  ] Corporate entity (not tax-exempt);

[  ] Corporate entity (tax-exempt);

[  ] Government entity (Federal, State, or local);

[  ] Foreign government;

[  ] International organization per 26 CFR 1.6049-4;

[  ] Other \_\_\_\_ .

(5) Common parent.

[  ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

\_\_\_\_\_ .

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

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

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

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

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

equipment or services”.

(2) The Offeror represents that--

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

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

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2020)

(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 items:

(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

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

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

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

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

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

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

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (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 (JUN 2020) of 52.219-9.

\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).



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

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

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

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

x (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

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

X (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

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

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

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

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

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

\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

X (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

X (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

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

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

X (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

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

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

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

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

X (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_\_\_ (iii) Alternate II (FEB 2006) 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 items: (Contracting Officer check as appropriate.)

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

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

\_\_\_\_ (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 Under Executive Order 13658 (NOV 2020) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. 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 (JUN 2020) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-O0008) (MAR 2020)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
- (1) Contracts that have been set aside for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
- (3) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8;
- (4) Orders set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), if the order amount is expected to exceed the simplified acquisition threshold;
- (5) Orders competed among 8(a) participants in accordance with subpart 19.8 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), regardless of dollar value;
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference; and
- (7) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a NAICS code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (g) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1) and (2) of this clause—  
[Contracting Officer check as appropriate.]
- X By the end of the base term of the contract and then by the end of each subsequent option period; or  
 \_\_\_ By the end of the performance period for each order issued under the contract.
- (2) For orders, in accordance with paragraphs (c)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.



(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

#### 52.219-32 ORDERS ISSUED DIRECTLY UNDER SMALL BUSINESS RESERVES (MAR 2020)

(a) Applicability. This clause applies only to contracts that were reserved for any of the small business concerns identified at 19.000(a)(3).

(b) If there is only one contract award to any one type of small business concern identified in 19.000(a)(3) as a result of the reserve, the Contracting Officer may issue an order or orders directly to the concern.

(End of clause)

## 52.219-33 NONMANUFACTURER RULE (MAR 2020) (DEVIATION 2020-O0008)

(a) Definitions. As used in this clause—

“Manufacturer” means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

“Nonmanufacturer” means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a competitive 8(a) procurement;

(ii) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8; and

(iii) Orders competed among 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(iv) Orders issued directly to an 8(a) participant under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) Requirements.

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

## 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

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

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements--Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall--

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be--

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of provision)

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

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense 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.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense 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."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

#### 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

##### (a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html).

##### (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.



(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

| System security plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total score | Date score of 110 will be achieved |
|----------------------|-----------------------------------|--------------------------------------------|--------------------|-------------|------------------------------------|
|                      |                                   |                                            |                    |             |                                    |
|                      |                                   |                                            |                    |             |                                    |
|                      |                                   |                                            |                    |             |                                    |
|                      |                                   |                                            |                    |             |                                    |
|                      |                                   |                                            |                    |             |                                    |

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

- (1) Consists of--
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

| System security plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total score | Date score of 110 will be achieved |
|----------------------|-----------------------------------|--------------------------------------------|--------------------|-------------|------------------------------------|
|                      |                                   |                                            |                    |             |                                    |
|                      |                                   |                                            |                    |             |                                    |
|                      |                                   |                                            |                    |             |                                    |
|                      |                                   |                                            |                    |             |                                    |

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT (NOV 2020)

(a) Scope. The Cybersecurity Maturity Model Certification (CMMC) CMMC is a framework that measures a contractor's cybersecurity maturity to include the implementation of cybersecurity practices and institutionalization of processes (see <https://www.acq.osd.mil/cmmc/index.html>).

(b) Requirements. The Contractor shall have a current (i.e. not older than 3 years) CMMC certificate at the CMMC level required by this contract and maintain the CMMC certificate at the required level for the duration of the contract.

(c) Subcontracts. The Contractor shall--

(1) Insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items, excluding commercially available off-the-shelf items; and

(2) Prior to awarding to a subcontractor, ensure that the subcontractor has a current (i.e., not older than 3 years) CMMC certificate at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor.

(End of clause)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS (SEP 2019)

(a) The Supplier Performance Risk System (SPSR) application (<https://www.sprs.csd.disa.mil>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in SPRS will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) SPRS classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the SPRS User's Manual found at <https://www.sprs.csd.disa.mil/reference.htm>. Contractors are granted access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications, the SPRS reporting procedures and classification methodology detailed in the SPRS User's Manual, and SPRS Evaluation Criteria available from the references at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The method to challenge a rating generated by SPRS is provided in the User's Manual.

(End of provision)

#### 252.215-7015 PROGRAM SHOULD-COST REVIEW (NOV 2019)

(a) The Government has the right to perform a program should-cost review, as described in Federal Acquisition Regulation (FAR) 15.407-4(b). The review may be conducted in support of a particular contract proposal or during contract performance to find opportunities to reduce program costs. The Government will communicate the elements of the proposed should-cost review to the prime contractor (Pub. L. 115-91).

(b) If the Government performs a program should-cost review, upon the Government's request, the Contractor shall provide access to accurate and complete cost data and Contractor facilities and personnel necessary to permit the Government to perform the program should-cost review.

(c) The Government has the right to use third-party experts to supplement the program should-cost review team. The Contractor shall provide access to the Contractor's facilities and information necessary to support the program should-cost review to any third-party experts who have signed non-disclosure agreements in accordance with the FAR 52.203-16.

(End of clause)

#### 252.215-7998 PILOT PROGRAM TO ACCELERATE CONTRACTING AND PRICING PROCESSES (DEVIATION 2020-00020) (AUG 2020)

(a) One or more contract actions under this acquisition is accomplished under the authority of section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232), as amended by section

825 of the NDAA for FY 2020 (Pub. L. 116-92). The intent of this pilot program is to test the efficacy of basing price reasonableness determinations primarily on actual costs of performance for prior purchases of the same or similar products for the Department of Defense.

(b) As a condition of participating in this pilot program, the Contractor shall submit to the Contracting Officer the following:

(1) Verifiable data documenting any proposal preparation and negotiation support savings (time and money) achieved as a result of this pilot program. This data shall be provided—

(i) For contracts that are subject to the pilot program, within 3 months after contract award; or

(ii) For contract modifications that are subject to the pilot program, within 3 months after execution of the modification.

(2) The actual cost of performance for the contract action that was subject to the pilot program. This information shall be provided within 3 months after completion of performance of the part of the contract action that was subject to the pilot program.

(End of clause)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_ (Line Item Number Country of Origin)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) \_\_\_

(Country of Origin (If known)) \_\_\_

(End of provision)

252.225-7970 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (DEVIATION 2020-O0018) (MAY 2020)

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

“*Covered military installation*” means a military installation in Europe identified by the Department of Defense as a main operating base; and

“*Furnished energy*” means energy furnished to a covered military installation in any form and for any purpose, including heating, cooling, and electricity.

(b) *Prohibition.* In accordance with section 2821 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), the Contractor shall not use in the performance of this contract any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts and other contractual instruments that are for furnished energy at a covered military installation, including subcontracts and other contractual instruments for commercial items.

(End of clause)

252.225-7971 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION—REPRESENTATION (DEVIATION 2020-O0018) (MAY 2020)

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

“*Covered military installation*” means a military installation in Europe identified by the Department of Defense as a main operating base; and

“*Furnished energy*” means energy furnished to a covered military installation in any form and for any purpose, including heating, cooling, and electricity.

(b) *Prohibition.* Section 2821 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits contracting officers from entering into a contract for the acquisition of furnished energy for a covered military installation that uses any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation.

(c) *Representation.* By submission of its offer, the Offeror represents that the Offeror will not use any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military



installation in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020) (DEVIATION 2020-O0015)

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS - REPRESENTATION (MAY 2020) (DEVIATION 2020-O0015)

(a) *Prohibition.* Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

- (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or
  - (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-
    - (i) In the People's Republic of China; or
    - (ii) By an entity domiciled in the People's Republic of China.
  - (b) *Representations*. By submission of its offer, the Offeror represents that it will not provide or use -
    - (1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
    - (2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
- (End of provision)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (c) WAWF access. To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO/ Invoice 2in1

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

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

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | HQ0810                            |
| Issue By DoDAAC           | HC1028                            |
| Admin DoDAAC**            | HC1028                            |
| Inspect By DoDAAC         | N/A                               |
| Ship To Code              | N/A                               |
| Ship From Code            | N/A                               |
| Mark For Code             | N/A                               |
| Service Approver (DoDAAC) | H98249                            |

|                           |        |
|---------------------------|--------|
| Service Acceptor (DoDAAC) | H98249 |
| Accept at Other DoDAAC    | N/A    |
| LPO DoDAAC                | N/A    |
| DCAA Auditor DoDAAC       | N/A    |
| Other DoDAAC(s)           | N/A    |

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

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

(g) WAWF point of contact.

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

**Will Be Provided At Award**

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

(End of clause)

252.232-7015 PERFORMANCE-BASED PAYMENTS--REPRESENTATION (APR 2020)

(a) In accordance with 10 U.S.C. 2307(b)(4)(A), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(b) The Offeror represents that its financial statements are [ ] are not [ ] in compliance with Generally Accepted Accounting Principles.

(End of provision)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

#### 252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION (APR 2020)

(a) Definition. Accelerated payment, as used in this clause, means a payment made to a small business subcontractor as quickly as possible, with a goal of 15 days or less after receipt of payment from the Government or receipt of a proper invoice from the subcontractor, whichever is later.

(b) In accordance with section 852 of Public Law 115-232, the Contractor shall not require any further consideration from or charge fees to the small business subcontractor when making accelerated payments, as defined in paragraph (a) of this clause, to subcontractors under the clause at FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including those for the acquisition of commercial items.

(End of clause)

#### **Additional Accounting and Appropriation Data**

97X4930.5F20 000 C1013 0 068142 2F

CLIN/SubCLIN      Purchase Request Number      Obligated Amount

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**POINTS OF CONTACT**

## Contracting Officer

Name: Stephanie McCarthy

Organization/Office Symbol: PL8332

Phone No.: 618-418-6360

E-Mail Address: [stephanie.r.mccarthy2.civ@mail.mil](mailto:stephanie.r.mccarthy2.civ@mail.mil)

## Contract Specialist

Name: Mark Kraft

Organization/Office Symbol: PL8332

Phone No.: 618-418-6603

E-Mail Address: [mark.e.kraft2.civ@mail.mil](mailto:mark.e.kraft2.civ@mail.mil)

## COR/Mission Partner Point of Contact (Note: To be filled in upon contract award)

Name:

Organization/Office Symbol:

Phone No.:

E-Mail Address:

## Contractor Point of Contact

Contractor Legal Business Name:

DUNS:

CAGE CODE:

Contractor POC:

E-Mail Address:

Phone Number:

Fax Number:

(End of text)

**CONTRACT/ORDER CLOSEOUT - FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS**

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90)

calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of text)

## **ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI)**

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

(1) Providing systems engineering and technical direction.

(2) Preparing specifications or work statements and/or objectives.

(3) Providing evaluation services.

(4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of text)

## **Service Contract Reporting**

The contractor shall ensure the following Service Contract Report (SCR) data elements are reported annually at the System for Award Management (SAM) - <http://sam.gov> - no later than October 31:

- Total dollar amount invoiced for services performed under the contract in the preceding Government fiscal year (October 1 to September 30)
- The number of prime contractor direct labor hours expended under the contract
- If applicable, tier 1 subcontract information including number of subcontractor direct labor hours expended under the contract

The user responsible for reporting must have an individual user account with the Service Contract Inventory (SCI) Reporter user role in order to access reporting functionality. The contractor shall notify the Contracting Officer's Representative AND the Contracting Officer when the data elements have been input for the previous fiscal year.

For more information regarding SCR the contractor may reference the SCR FAQs and SCR Guidebook located at the Department of Defense Procurement Toolbox - <https://dodprocurementtoolbox.com/site-pages/service-contract-reporting-scr>.

(End of text)

**OPTION TO EXERCISE SURGE SUPPORT**

The Government may require in-scope surge support during the base period. Surge support is OPTIONAL and is not a guarantee. The Contracting Officer may apply surge support to defined task areas of the Performance Work Statement (PWS / Statement of Work (SOW) by written notice to the contractor prior to any unilateral modification. In cases where a proposal and negotiations are necessary to incorporate the additional support, a bilateral modification will be issued. Surge support will be realigned under new or existing CLINs for the relevant task areas identified in the PWS/SOW, and an equal amount will be deducted from the Surge CLIN. Surge support will be provided at the same labor rates proposed and/or same pricing methodology proposed for non-labor support and found fair and reasonable at the time of contract/task order award for the applicable ordering period. When surge support is realigned under cost-type CLINs, if actual, reimbursable labor rates exceed the labor rates originally proposed and found fair and reasonable at time of contract/task order award, the contractor is only entitled to a fee amount based on the originally proposed labor rates.

(End of text)

WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210 |  
 | Wage Determination No.: 2015-5253  
 Daniel W. Simms Division of | Revision No.: 12  
 Director Wage Determinations| Date Of Last Revision: 12/21/2020

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. The EO minimum wage rate will be adjusted annually. 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).

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State: Texas

Area: Texas Counties of Atascosa Bandera Bexar Comal Guadalupe Kendall  
 Medina Wilson

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



| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---------------------------------------------------------|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 15.45 |
| 01012 - Accounting Clerk II                             |          | 17.35 |
| 01013 - Accounting Clerk III                            |          | 19.41 |
| 01020 - Administrative Assistant                        |          | 26.99 |
| 01035 - Court Reporter                                  |          | 29.44 |
| 01041 - Customer Service Representative I               |          | 12.60 |
| 01042 - Customer Service Representative II              |          | 14.17 |
| 01043 - Customer Service Representative III             |          | 15.46 |
| 01051 - Data Entry Operator I                           |          | 14.68 |
| 01052 - Data Entry Operator II                          |          | 16.02 |
| 01060 - Dispatcher Motor Vehicle                        |          | 18.48 |
| 01070 - Document Preparation Clerk                      | 16.02    |       |
| 01090 - Duplicating Machine Operator                    | 16.02    |       |
| 01111 - General Clerk I                                 |          | 12.95 |
| 01112 - General Clerk II                                |          | 14.13 |
| 01113 - General Clerk III                               |          | 15.86 |
| 01120 - Housing Referral Assistant                      |          | 20.74 |
| 01141 - Messenger Courier                               |          | 14.50 |
| 01191 - Order Clerk I                                   |          | 14.80 |
| 01192 - Order Clerk II                                  |          | 16.14 |
| 01261 - Personnel Assistant (Employment) I              |          | 17.04 |
| 01262 - Personnel Assistant (Employment) II             |          | 19.23 |
| 01263 - Personnel Assistant (Employment) III            |          | 21.26 |
| 01270 - Production Control Clerk                        |          | 22.22 |
| 01290 - Rental Clerk                                    |          | 14.90 |
| 01300 - Scheduler Maintenance                           |          | 16.63 |
| 01311 - Secretary I                                     |          | 16.63 |
| 01312 - Secretary II                                    |          | 18.61 |
| 01313 - Secretary III                                   |          | 20.74 |
| 01320 - Service Order Dispatcher                        |          | 16.52 |
| 01410 - Supply Technician                               |          | 26.99 |
| 01420 - Survey Worker                                   |          | 16.65 |
| 01460 - Switchboard Operator/Receptionist               | 13.14    |       |
| 01531 - Travel Clerk I                                  |          | 15.82 |
| 01532 - Travel Clerk II                                 |          | 16.80 |
| 01533 - Travel Clerk III                                |          | 17.65 |
| 01611 - Word Processor I                                |          | 15.76 |
| 01612 - Word Processor II                               |          | 17.70 |
| 01613 - Word Processor III                              |          | 19.80 |
| 05000 - Automotive Service Occupations                  |          |       |
| 05005 - Automobile Body Repairer Fiberglass             |          | 20.44 |
| 05010 - Automotive Electrician                          |          | 19.63 |
| 05040 - Automotive Glass Installer                      |          | 18.33 |
| 05070 - Automotive Worker                               |          | 18.33 |
| 05110 - Mobile Equipment Servicer                       |          | 15.87 |
| 05130 - Motor Equipment Metal Mechanic                  |          | 20.85 |
| 05160 - Motor Equipment Metal Worker                    |          | 18.33 |
| 05190 - Motor Vehicle Mechanic                          |          | 20.85 |
| 05220 - Motor Vehicle Mechanic Helper                   |          | 14.75 |
| 05250 - Motor Vehicle Upholstery Worker                 |          | 17.09 |
| 05280 - Motor Vehicle Wrecker                           |          | 18.33 |

|                                                      |       |
|------------------------------------------------------|-------|
| 05310 - Painter Automotive                           | 19.63 |
| 05340 - Radiator Repair Specialist                   | 18.33 |
| 05370 - Tire Repairer                                | 12.63 |
| 05400 - Transmission Repair Specialist               | 20.85 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker                                        | 13.05 |
| 07041 - Cook I                                       | 13.42 |
| 07042 - Cook II                                      | 15.50 |
| 07070 - Dishwasher                                   | 10.63 |
| 07130 - Food Service Worker                          | 13.09 |
| 07210 - Meat Cutter                                  | 16.62 |
| 07260 - Waiter/Waitress                              | 9.23  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 16.53 |
| 09040 - Furniture Handler                            | 10.93 |
| 09080 - Furniture Refinisher                         | 17.26 |
| 09090 - Furniture Refinisher Helper                  | 12.97 |
| 09110 - Furniture Repairer Minor                     | 15.04 |
| 09130 - Upholsterer                                  | 17.26 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner Vehicles                             | 11.51 |
| 11060 - Elevator Operator                            | 11.51 |
| 11090 - Gardener                                     | 17.74 |
| 11122 - Housekeeping Aide                            | 12.36 |
| 11150 - Janitor                                      | 12.36 |
| 11210 - Laborer Grounds Maintenance                  | 13.89 |
| 11240 - Maid or Houseman                             | 10.95 |
| 11260 - Pruner                                       | 12.51 |
| 11270 - Tractor Operator                             | 16.48 |
| 11330 - Trail Maintenance Worker                     | 13.89 |
| 11360 - Window Cleaner                               | 13.72 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 17.43 |
| 12011 - Breath Alcohol Technician                    | 19.66 |
| 12012 - Certified Occupational Therapist Assistant   | 37.60 |
| 12015 - Certified Physical Therapist Assistant       | 34.93 |
| 12020 - Dental Assistant                             | 17.64 |
| 12025 - Dental Hygienist                             | 37.06 |
| 12030 - EKG Technician                               | 26.71 |
| 12035 - Electroneurodiagnostic Technologist          | 26.71 |
| 12040 - Emergency Medical Technician                 | 17.43 |
| 12071 - Licensed Practical Nurse I                   | 17.60 |
| 12072 - Licensed Practical Nurse II                  | 19.70 |
| 12073 - Licensed Practical Nurse III                 | 21.96 |
| 12100 - Medical Assistant                            | 14.96 |
| 12130 - Medical Laboratory Technician                | 22.05 |
| 12160 - Medical Record Clerk                         | 17.89 |
| 12190 - Medical Record Technician                    | 20.02 |
| 12195 - Medical Transcriptionist                     | 13.76 |
| 12210 - Nuclear Medicine Technologist                | 33.53 |
| 12221 - Nursing Assistant I                          | 11.46 |
| 12222 - Nursing Assistant II                         | 12.88 |
| 12223 - Nursing Assistant III                        | 14.06 |
| 12224 - Nursing Assistant IV                         | 15.79 |
| 12235 - Optical Dispenser                            | 15.68 |

|                                                              |               |
|--------------------------------------------------------------|---------------|
| 12236 - Optical Technician                                   | 15.20         |
| 12250 - Pharmacy Technician                                  | 17.51         |
| 12280 - Phlebotomist                                         | 15.18         |
| 12305 - Radiologic Technologist                              | 29.67         |
| 12311 - Registered Nurse I                                   | 24.40         |
| 12312 - Registered Nurse II                                  | 29.85         |
| 12313 - Registered Nurse II Specialist                       | 29.85         |
| 12314 - Registered Nurse III                                 | 36.11         |
| 12315 - Registered Nurse III Anesthetist                     | 36.11         |
| 12316 - Registered Nurse IV                                  | 43.28         |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 24.35         |
| 12320 - Substance Abuse Treatment Counselor                  | 21.02         |
| 13000 - Information And Arts Occupations                     |               |
| 13011 - Exhibits Specialist I                                | 20.96         |
| 13012 - Exhibits Specialist II                               | 25.97         |
| 13013 - Exhibits Specialist III                              | 31.76         |
| 13041 - Illustrator I                                        | 20.55         |
| 13042 - Illustrator II                                       | 25.47         |
| 13043 - Illustrator III                                      | 29.28         |
| 13047 - Librarian                                            | 28.76         |
| 13050 - Library Aide/Clerk                                   | 13.62         |
| 13054 - Library Information Technology Systems Administrator | 25.97         |
| 13058 - Library Technician                                   | 16.09         |
| 13061 - Media Specialist I                                   | 18.74         |
| 13062 - Media Specialist II                                  | 20.96         |
| 13063 - Media Specialist III                                 | 23.37         |
| 13071 - Photographer I                                       | 18.74         |
| 13072 - Photographer II                                      | 20.96         |
| 13073 - Photographer III                                     | 25.18         |
| 13074 - Photographer IV                                      | 28.67         |
| 13075 - Photographer V                                       | 34.79         |
| 13090 - Technical Order Library Clerk                        | 17.25         |
| 13110 - Video Teleconference Technician                      | 18.24         |
| 14000 - Information Technology Occupations                   |               |
| 14041 - Computer Operator I                                  | 16.14         |
| 14042 - Computer Operator II                                 | 18.05         |
| 14043 - Computer Operator III                                | 20.12         |
| 14044 - Computer Operator IV                                 | 22.36         |
| 14045 - Computer Operator V                                  | 24.76         |
| 14071 - Computer Programmer I                                | (see 1) 22.64 |
| 14072 - Computer Programmer II                               | (see 1)       |
| 14073 - Computer Programmer III                              | (see 1)       |
| 14074 - Computer Programmer IV                               | (see 1)       |
| 14101 - Computer Systems Analyst I                           | (see 1)       |
| 14102 - Computer Systems Analyst II                          | (see 1)       |
| 14103 - Computer Systems Analyst III                         | (see 1)       |
| 14150 - Peripheral Equipment Operator                        | 16.14         |
| 14160 - Personal Computer Support Technician                 | 22.36         |
| 14170 - System Support Specialist                            | 30.98         |
| 15000 - Instructional Occupations                            |               |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)      | 29.36         |
| 15020 - Aircrew Training Devices Instructor (Rated)          | 35.53         |
| 15030 - Air Crew Training Devices Instructor (Pilot)         | 42.58         |
| 15050 - Computer Based Training Specialist / Instructor      | 29.36         |

|                                                               |       |
|---------------------------------------------------------------|-------|
| 15060 - Educational Technologist                              | 33.62 |
| 15070 - Flight Instructor (Pilot)                             | 42.58 |
| 15080 - Graphic Artist                                        | 25.52 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop                 | 42.58 |
| 15086 - Maintenance Test Pilot Rotary Wing                    | 42.58 |
| 15088 - Non-Maintenance Test/Co-Pilot                         | 42.58 |
| 15090 - Technical Instructor                                  | 22.73 |
| 15095 - Technical Instructor/Course Developer                 | 27.82 |
| 15110 - Test Proctor                                          | 18.36 |
| 15120 - Tutor                                                 | 18.36 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations |       |
| 16010 - Assembler                                             | 9.71  |
| 16030 - Counter Attendant                                     | 9.71  |
| 16040 - Dry Cleaner                                           | 11.79 |
| 16070 - Finisher Flatwork Machine                             | 9.71  |
| 16090 - Presser Hand                                          | 9.71  |
| 16110 - Presser Machine Drycleaning                           | 9.71  |
| 16130 - Presser Machine Shirts                                | 9.71  |
| 16160 - Presser Machine Wearing Apparel Laundry               | 9.71  |
| 16190 - Sewing Machine Operator                               | 12.45 |
| 16220 - Tailor                                                | 13.05 |
| 16250 - Washer Machine                                        | 10.52 |
| 19000 - Machine Tool Operation And Repair Occupations         |       |
| 19010 - Machine-Tool Operator (Tool Room)                     | 20.50 |
| 19040 - Tool And Die Maker                                    | 25.60 |
| 21000 - Materials Handling And Packing Occupations            |       |
| 21020 - Forklift Operator                                     | 15.51 |
| 21030 - Material Coordinator                                  | 22.22 |
| 21040 - Material Expediter                                    | 22.22 |
| 21050 - Material Handling Laborer                             | 13.88 |
| 21071 - Order Filler                                          | 13.56 |
| 21080 - Production Line Worker (Food Processing)              | 15.51 |
| 21110 - Shipping Packer                                       | 15.49 |
| 21130 - Shipping/Receiving Clerk                              | 15.49 |
| 21140 - Store Worker I                                        | 11.37 |
| 21150 - Stock Clerk                                           | 15.34 |
| 21210 - Tools And Parts Attendant                             | 15.51 |
| 21410 - Warehouse Specialist                                  | 15.51 |
| 23000 - Mechanics And Maintenance And Repair Occupations      |       |
| 23010 - Aerospace Structural Welder                           | 27.66 |
| 23019 - Aircraft Logs and Records Technician                  | 21.45 |
| 23021 - Aircraft Mechanic I                                   | 26.16 |
| 23022 - Aircraft Mechanic II                                  | 27.66 |
| 23023 - Aircraft Mechanic III                                 | 29.17 |
| 23040 - Aircraft Mechanic Helper                              | 18.50 |
| 23050 - Aircraft Painter                                      | 24.62 |
| 23060 - Aircraft Servicer                                     | 21.45 |
| 23070 - Aircraft Survival Flight Equipment Technician         | 24.62 |
| 23080 - Aircraft Worker                                       | 23.00 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I      | 23.00 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II     | 26.16 |
| 23110 - Appliance Mechanic                                    | 22.01 |
| 23120 - Bicycle Repairer                                      | 17.52 |

|                                                                                  |       |
|----------------------------------------------------------------------------------|-------|
| 23125 - Cable Splicer                                                            | 29.53 |
| 23130 - Carpenter Maintenance                                                    | 19.14 |
| 23140 - Carpet Layer                                                             | 18.53 |
| 23160 - Electrician Maintenance                                                  | 23.39 |
| 23181 - Electronics Technician Maintenance I                                     | 24.05 |
| 23182 - Electronics Technician Maintenance II                                    | 25.75 |
| 23183 - Electronics Technician Maintenance III                                   | 27.36 |
| 23260 - Fabric Worker                                                            | 18.87 |
| 23290 - Fire Alarm System Mechanic                                               | 22.48 |
| 23310 - Fire Extinguisher Repairer                                               | 17.52 |
| 23311 - Fuel Distribution System Mechanic                                        | 19.42 |
| 23312 - Fuel Distribution System Operator                                        | 15.76 |
| 23370 - General Maintenance Worker                                               | 16.66 |
| 23380 - Ground Support Equipment Mechanic                                        | 26.16 |
| 23381 - Ground Support Equipment Servicer                                        | 21.45 |
| 23382 - Ground Support Equipment Worker                                          | 23.00 |
| 23391 - Gunsmith I                                                               | 17.52 |
| 23392 - Gunsmith II                                                              | 20.23 |
| 23393 - Gunsmith III                                                             | 23.01 |
| 23410 - Heating Ventilation And Air-Conditioning<br>Mechanic                     | 24.12 |
| 23411 - Heating Ventilation And Air Contidioning<br>Mechanic (Research Facility) | 25.51 |
| 23430 - Heavy Equipment Mechanic                                                 | 24.86 |
| 23440 - Heavy Equipment Operator                                                 | 18.60 |
| 23460 - Instrument Mechanic                                                      | 24.33 |
| 23465 - Laboratory/Shelter Mechanic                                              | 21.66 |
| 23470 - Laborer                                                                  | 13.88 |
| 23510 - Locksmith                                                                | 18.73 |
| 23530 - Machinery Maintenance Mechanic                                           | 24.43 |
| 23550 - Machinist Maintenance                                                    | 22.41 |
| 23580 - Maintenance Trades Helper                                                | 14.85 |
| 23591 - Metrology Technician I                                                   | 24.33 |
| 23592 - Metrology Technician II                                                  | 25.73 |
| 23593 - Metrology Technician III                                                 | 27.13 |
| 23640 - Millwright                                                               | 23.13 |
| 23710 - Office Appliance Repairer                                                | 17.42 |
| 23760 - Painter Maintenance                                                      | 17.49 |
| 23790 - Pipefitter Maintenance                                                   | 22.84 |
| 23810 - Plumber Maintenance                                                      | 21.50 |
| 23820 - Pneudraulic Systems Mechanic                                             | 23.01 |
| 23850 - Rigger                                                                   | 19.79 |
| 23870 - Scale Mechanic                                                           | 20.23 |
| 23890 - Sheet-Metal Worker Maintenance                                           | 19.00 |
| 23910 - Small Engine Mechanic                                                    | 19.99 |
| 23931 - Telecommunications Mechanic I                                            | 23.50 |
| 23932 - Telecommunications Mechanic II                                           | 24.85 |
| 23950 - Telephone Lineman                                                        | 26.30 |
| 23960 - Welder Combination Maintenance                                           | 20.01 |
| 23965 - Well Driller                                                             | 18.89 |
| 23970 - Woodcraft Worker                                                         | 23.01 |
| 23980 - Woodworker                                                               | 17.52 |
| 24000 - Personal Needs Occupations                                               |       |
| 24550 - Case Manager                                                             | 16.29 |
| 24570 - Child Care Attendant                                                     | 9.97  |

|                                                               |       |
|---------------------------------------------------------------|-------|
| 24580 - Child Care Center Clerk                               | 12.44 |
| 24610 - Chore Aide                                            | 10.57 |
| 24620 - Family Readiness And Support Services<br>Coordinator  | 16.29 |
| 24630 - Homemaker                                             | 16.29 |
| 25000 - Plant And System Operations Occupations               |       |
| 25010 - Boiler Tender                                         | 23.50 |
| 25040 - Sewage Plant Operator                                 | 20.21 |
| 25070 - Stationary Engineer                                   | 23.50 |
| 25190 - Ventilation Equipment Tender                          | 16.62 |
| 25210 - Water Treatment Plant Operator                        | 20.21 |
| 27000 - Protective Service Occupations                        |       |
| 27004 - Alarm Monitor                                         | 18.65 |
| 27007 - Baggage Inspector                                     | 14.62 |
| 27008 - Corrections Officer                                   | 21.15 |
| 27010 - Court Security Officer                                | 25.66 |
| 27030 - Detection Dog Handler                                 | 16.36 |
| 27040 - Detention Officer                                     | 21.15 |
| 27070 - Firefighter                                           | 27.34 |
| 27101 - Guard I                                               | 14.62 |
| 27102 - Guard II                                              | 16.36 |
| 27131 - Police Officer I                                      | 25.77 |
| 27132 - Police Officer II                                     | 28.63 |
| 28000 - Recreation Occupations                                |       |
| 28041 - Carnival Equipment Operator                           | 13.12 |
| 28042 - Carnival Equipment Repairer                           | 14.12 |
| 28043 - Carnival Worker                                       | 9.96  |
| 28210 - Gate Attendant/Gate Tender                            | 15.38 |
| 28310 - Lifeguard                                             | 11.05 |
| 28350 - Park Attendant (Aide)                                 | 17.21 |
| 28510 - Recreation Aide/Health Facility Attendant             | 12.56 |
| 28515 - Recreation Specialist                                 | 19.65 |
| 28630 - Sports Official                                       | 13.70 |
| 28690 - Swimming Pool Operator                                | 16.31 |
| 29000 - Stevedoring/Longshoremen Occupational Services        |       |
| 29010 - Blocker And Bracer                                    | 24.20 |
| 29020 - Hatch Tender                                          | 24.20 |
| 29030 - Line Handler                                          | 24.20 |
| 29041 - Stevedore I                                           | 22.57 |
| 29042 - Stevedore II                                          | 25.91 |
| 30000 - Technical Occupations                                 |       |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2)   | 40.17 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2)  | 27.70 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 30.50 |
| 30021 - Archeological Technician I                            | 17.56 |
| 30022 - Archeological Technician II                           | 19.64 |
| 30023 - Archeological Technician III                          | 24.33 |
| 30030 - Cartographic Technician                               | 24.33 |
| 30040 - Civil Engineering Technician                          | 27.46 |
| 30051 - Cryogenic Technician I                                | 26.94 |
| 30052 - Cryogenic Technician II                               | 29.76 |
| 30061 - Drafter/CAD Operator I                                | 17.56 |
| 30062 - Drafter/CAD Operator II                               | 19.64 |
| 30063 - Drafter/CAD Operator III                              | 21.89 |
| 30064 - Drafter/CAD Operator IV                               | 26.94 |

|                                                                            |       |
|----------------------------------------------------------------------------|-------|
| 30081 - Engineering Technician I                                           | 15.91 |
| 30082 - Engineering Technician II                                          | 17.86 |
| 30083 - Engineering Technician III                                         | 19.98 |
| 30084 - Engineering Technician IV                                          | 24.75 |
| 30085 - Engineering Technician V                                           | 30.27 |
| 30086 - Engineering Technician VI                                          | 36.63 |
| 30090 - Environmental Technician                                           | 22.96 |
| 30095 - Evidence Control Specialist                                        | 24.33 |
| 30210 - Laboratory Technician                                              | 21.89 |
| 30221 - Latent Fingerprint Technician I                                    | 23.10 |
| 30222 - Latent Fingerprint Technician II                                   | 25.51 |
| 30240 - Mathematical Technician                                            | 28.72 |
| 30361 - Paralegal/Legal Assistant I                                        | 20.24 |
| 30362 - Paralegal/Legal Assistant II                                       | 25.07 |
| 30363 - Paralegal/Legal Assistant III                                      | 30.67 |
| 30364 - Paralegal/Legal Assistant IV                                       | 37.11 |
| 30375 - Petroleum Supply Specialist                                        | 29.76 |
| 30390 - Photo-Optics Technician                                            | 24.33 |
| 30395 - Radiation Control Technician                                       | 29.76 |
| 30461 - Technical Writer I                                                 | 24.59 |
| 30462 - Technical Writer II                                                | 30.08 |
| 30463 - Technical Writer III                                               | 34.17 |
| 30491 - Unexploded Ordnance (UXO) Technician I                             | 25.53 |
| 30492 - Unexploded Ordnance (UXO) Technician II                            | 30.89 |
| 30493 - Unexploded Ordnance (UXO) Technician III                           | 37.02 |
| 30494 - Unexploded (UXO) Safety Escort                                     | 25.53 |
| 30495 - Unexploded (UXO) Sweep Personnel                                   | 25.53 |
| 30501 - Weather Forecaster I                                               | 26.94 |
| 30502 - Weather Forecaster II                                              | 32.77 |
| 30620 - Weather Observer Combined Upper Air Or<br>Surface Programs (see 2) | 21.89 |
| 30621 - Weather Observer Senior (see 2)                                    | 24.33 |
| 31000 - Transportation/Mobile Equipment Operation Occupations              |       |
| 31010 - Airplane Pilot                                                     | 30.89 |
| 31020 - Bus Aide                                                           | 14.96 |
| 31030 - Bus Driver                                                         | 20.58 |
| 31043 - Driver Courier                                                     | 14.51 |
| 31260 - Parking and Lot Attendant                                          | 10.78 |
| 31290 - Shuttle Bus Driver                                                 | 15.62 |
| 31310 - Taxi Driver                                                        | 12.86 |
| 31361 - Truckdriver Light                                                  | 15.62 |
| 31362 - Truckdriver Medium                                                 | 16.83 |
| 31363 - Truckdriver Heavy                                                  | 19.94 |
| 31364 - Truckdriver Tractor-Trailer                                        | 19.94 |
| 99000 - Miscellaneous Occupations                                          |       |
| 99020 - Cabin Safety Specialist                                            | 15.06 |
| 99030 - Cashier                                                            | 11.25 |
| 99050 - Desk Clerk                                                         | 10.74 |
| 99095 - Embalmer                                                           | 27.53 |
| 99130 - Flight Follower                                                    | 25.53 |
| 99251 - Laboratory Animal Caretaker I                                      | 12.69 |
| 99252 - Laboratory Animal Caretaker II                                     | 13.66 |
| 99260 - Marketing Analyst                                                  | 36.49 |
| 99310 - Mortician                                                          | 28.38 |
| 99410 - Pest Controller                                                    | 20.47 |

|                                         |       |
|-----------------------------------------|-------|
| 99510 - Photofinishing Worker           | 15.16 |
| 99710 - Recycling Laborer               | 17.89 |
| 99711 - Recycling Specialist            | 21.23 |
| 99730 - Refuse Collector                | 16.12 |
| 99810 - Sales Clerk                     | 12.05 |
| 99820 - School Crossing Guard           | 13.57 |
| 99830 - Survey Party Chief              | 23.22 |
| 99831 - Surveying Aide                  | 16.20 |
| 99832 - Surveying Technician            | 19.34 |
| 99840 - Vending Machine Attendant       | 13.78 |
| 99841 - Vending Machine Repairer        | 17.04 |
| 99842 - Vending Machine Repairer Helper | 13.78 |

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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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 5 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. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210 |  
| Wage Determination No.: 2015-5253  
Daniel W. Simms Division of | Revision No.: 12  
Director Wage Determinations| Date Of Last Revision: 12/21/2020

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. The EO minimum wage rate will be adjusted annually. 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).

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State: Texas

Area: Texas Counties of Atascosa Bandera Bexar Comal Guadalupe Kendall  
Medina Wilson

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

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---------------------------------------------------------|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 15.45 |
| 01012 - Accounting Clerk II                             |          | 17.35 |
| 01013 - Accounting Clerk III                            |          | 19.41 |

|                                                  |       |
|--------------------------------------------------|-------|
| 01020 - Administrative Assistant                 | 26.99 |
| 01035 - Court Reporter                           | 29.44 |
| 01041 - Customer Service Representative I        | 12.60 |
| 01042 - Customer Service Representative II       | 14.17 |
| 01043 - Customer Service Representative III      | 15.46 |
| 01051 - Data Entry Operator I                    | 14.68 |
| 01052 - Data Entry Operator II                   | 16.02 |
| 01060 - Dispatcher Motor Vehicle                 | 18.48 |
| 01070 - Document Preparation Clerk               | 16.02 |
| 01090 - Duplicating Machine Operator             | 16.02 |
| 01111 - General Clerk I                          | 12.95 |
| 01112 - General Clerk II                         | 14.13 |
| 01113 - General Clerk III                        | 15.86 |
| 01120 - Housing Referral Assistant               | 20.74 |
| 01141 - Messenger Courier                        | 14.50 |
| 01191 - Order Clerk I                            | 14.80 |
| 01192 - Order Clerk II                           | 16.14 |
| 01261 - Personnel Assistant (Employment) I       | 17.04 |
| 01262 - Personnel Assistant (Employment) II      | 19.23 |
| 01263 - Personnel Assistant (Employment) III     | 21.26 |
| 01270 - Production Control Clerk                 | 22.22 |
| 01290 - Rental Clerk                             | 14.90 |
| 01300 - Scheduler Maintenance                    | 16.63 |
| 01311 - Secretary I                              | 16.63 |
| 01312 - Secretary II                             | 18.61 |
| 01313 - Secretary III                            | 20.74 |
| 01320 - Service Order Dispatcher                 | 16.52 |
| 01410 - Supply Technician                        | 26.99 |
| 01420 - Survey Worker                            | 16.65 |
| 01460 - Switchboard Operator/Receptionist        | 13.14 |
| 01531 - Travel Clerk I                           | 15.82 |
| 01532 - Travel Clerk II                          | 16.80 |
| 01533 - Travel Clerk III                         | 17.65 |
| 01611 - Word Processor I                         | 15.76 |
| 01612 - Word Processor II                        | 17.70 |
| 01613 - Word Processor III                       | 19.80 |
| 05000 - Automotive Service Occupations           |       |
| 05005 - Automobile Body Repairer Fiberglass      | 20.44 |
| 05010 - Automotive Electrician                   | 19.63 |
| 05040 - Automotive Glass Installer               | 18.33 |
| 05070 - Automotive Worker                        | 18.33 |
| 05110 - Mobile Equipment Servicer                | 15.87 |
| 05130 - Motor Equipment Metal Mechanic           | 20.85 |
| 05160 - Motor Equipment Metal Worker             | 18.33 |
| 05190 - Motor Vehicle Mechanic                   | 20.85 |
| 05220 - Motor Vehicle Mechanic Helper            | 14.75 |
| 05250 - Motor Vehicle Upholstery Worker          | 17.09 |
| 05280 - Motor Vehicle Wrecker                    | 18.33 |
| 05310 - Painter Automotive                       | 19.63 |
| 05340 - Radiator Repair Specialist               | 18.33 |
| 05370 - Tire Repairer                            | 12.63 |
| 05400 - Transmission Repair Specialist           | 20.85 |
| 07000 - Food Preparation And Service Occupations |       |
| 07010 - Baker                                    | 13.05 |
| 07041 - Cook I                                   | 13.42 |

|                                                      |       |
|------------------------------------------------------|-------|
| 07042 - Cook II                                      | 15.50 |
| 07070 - Dishwasher                                   | 10.63 |
| 07130 - Food Service Worker                          | 13.09 |
| 07210 - Meat Cutter                                  | 16.62 |
| 07260 - Waiter/Waitress                              | 9.23  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 16.53 |
| 09040 - Furniture Handler                            | 10.93 |
| 09080 - Furniture Refinisher                         | 17.26 |
| 09090 - Furniture Refinisher Helper                  | 12.97 |
| 09110 - Furniture Repairer Minor                     | 15.04 |
| 09130 - Upholsterer                                  | 17.26 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner Vehicles                             | 11.51 |
| 11060 - Elevator Operator                            | 11.51 |
| 11090 - Gardener                                     | 17.74 |
| 11122 - Housekeeping Aide                            | 12.36 |
| 11150 - Janitor                                      | 12.36 |
| 11210 - Laborer Grounds Maintenance                  | 13.89 |
| 11240 - Maid or Houseman                             | 10.95 |
| 11260 - Pruner                                       | 12.51 |
| 11270 - Tractor Operator                             | 16.48 |
| 11330 - Trail Maintenance Worker                     | 13.89 |
| 11360 - Window Cleaner                               | 13.72 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 17.43 |
| 12011 - Breath Alcohol Technician                    | 19.66 |
| 12012 - Certified Occupational Therapist Assistant   | 37.60 |
| 12015 - Certified Physical Therapist Assistant       | 34.93 |
| 12020 - Dental Assistant                             | 17.64 |
| 12025 - Dental Hygienist                             | 37.06 |
| 12030 - EKG Technician                               | 26.71 |
| 12035 - Electroneurodiagnostic Technologist          | 26.71 |
| 12040 - Emergency Medical Technician                 | 17.43 |
| 12071 - Licensed Practical Nurse I                   | 17.60 |
| 12072 - Licensed Practical Nurse II                  | 19.70 |
| 12073 - Licensed Practical Nurse III                 | 21.96 |
| 12100 - Medical Assistant                            | 14.96 |
| 12130 - Medical Laboratory Technician                | 22.05 |
| 12160 - Medical Record Clerk                         | 17.89 |
| 12190 - Medical Record Technician                    | 20.02 |
| 12195 - Medical Transcriptionist                     | 13.76 |
| 12210 - Nuclear Medicine Technologist                | 33.53 |
| 12221 - Nursing Assistant I                          | 11.46 |
| 12222 - Nursing Assistant II                         | 12.88 |
| 12223 - Nursing Assistant III                        | 14.06 |
| 12224 - Nursing Assistant IV                         | 15.79 |
| 12235 - Optical Dispenser                            | 15.68 |
| 12236 - Optical Technician                           | 15.20 |
| 12250 - Pharmacy Technician                          | 17.51 |
| 12280 - Phlebotomist                                 | 15.18 |
| 12305 - Radiologic Technologist                      | 29.67 |
| 12311 - Registered Nurse I                           | 24.40 |
| 12312 - Registered Nurse II                          | 29.85 |
| 12313 - Registered Nurse II Specialist               | 29.85 |

|                                                              |               |
|--------------------------------------------------------------|---------------|
| 12314 - Registered Nurse III                                 | 36.11         |
| 12315 - Registered Nurse III Anesthetist                     | 36.11         |
| 12316 - Registered Nurse IV                                  | 43.28         |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 24.35         |
| 12320 - Substance Abuse Treatment Counselor                  | 21.02         |
| 13000 - Information And Arts Occupations                     |               |
| 13011 - Exhibits Specialist I                                | 20.96         |
| 13012 - Exhibits Specialist II                               | 25.97         |
| 13013 - Exhibits Specialist III                              | 31.76         |
| 13041 - Illustrator I                                        | 20.55         |
| 13042 - Illustrator II                                       | 25.47         |
| 13043 - Illustrator III                                      | 29.28         |
| 13047 - Librarian                                            | 28.76         |
| 13050 - Library Aide/Clerk                                   | 13.62         |
| 13054 - Library Information Technology Systems Administrator | 25.97         |
| 13058 - Library Technician                                   | 16.09         |
| 13061 - Media Specialist I                                   | 18.74         |
| 13062 - Media Specialist II                                  | 20.96         |
| 13063 - Media Specialist III                                 | 23.37         |
| 13071 - Photographer I                                       | 18.74         |
| 13072 - Photographer II                                      | 20.96         |
| 13073 - Photographer III                                     | 25.18         |
| 13074 - Photographer IV                                      | 28.67         |
| 13075 - Photographer V                                       | 34.79         |
| 13090 - Technical Order Library Clerk                        | 17.25         |
| 13110 - Video Teleconference Technician                      | 18.24         |
| 14000 - Information Technology Occupations                   |               |
| 14041 - Computer Operator I                                  | 16.14         |
| 14042 - Computer Operator II                                 | 18.05         |
| 14043 - Computer Operator III                                | 20.12         |
| 14044 - Computer Operator IV                                 | 22.36         |
| 14045 - Computer Operator V                                  | 24.76         |
| 14071 - Computer Programmer I                                | (see 1) 22.64 |
| 14072 - Computer Programmer II                               | (see 1)       |
| 14073 - Computer Programmer III                              | (see 1)       |
| 14074 - Computer Programmer IV                               | (see 1)       |
| 14101 - Computer Systems Analyst I                           | (see 1)       |
| 14102 - Computer Systems Analyst II                          | (see 1)       |
| 14103 - Computer Systems Analyst III                         | (see 1)       |
| 14150 - Peripheral Equipment Operator                        | 16.14         |
| 14160 - Personal Computer Support Technician                 | 22.36         |
| 14170 - System Support Specialist                            | 30.98         |
| 15000 - Instructional Occupations                            |               |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)      | 29.36         |
| 15020 - Aircrew Training Devices Instructor (Rated)          | 35.53         |
| 15030 - Air Crew Training Devices Instructor (Pilot)         | 42.58         |
| 15050 - Computer Based Training Specialist / Instructor      | 29.36         |
| 15060 - Educational Technologist                             | 33.62         |
| 15070 - Flight Instructor (Pilot)                            | 42.58         |
| 15080 - Graphic Artist                                       | 25.52         |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop                | 42.58         |
| 15086 - Maintenance Test Pilot Rotary Wing                   | 42.58         |
| 15088 - Non-Maintenance Test/Co-Pilot                        | 42.58         |
| 15090 - Technical Instructor                                 | 22.73         |



|                                                               |       |
|---------------------------------------------------------------|-------|
| 15095 - Technical Instructor/Course Developer                 | 27.82 |
| 15110 - Test Proctor                                          | 18.36 |
| 15120 - Tutor                                                 | 18.36 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations |       |
| 16010 - Assembler                                             | 9.71  |
| 16030 - Counter Attendant                                     | 9.71  |
| 16040 - Dry Cleaner                                           | 11.79 |
| 16070 - Finisher Flatwork Machine                             | 9.71  |
| 16090 - Presser Hand                                          | 9.71  |
| 16110 - Presser Machine Drycleaning                           | 9.71  |
| 16130 - Presser Machine Shirts                                | 9.71  |
| 16160 - Presser Machine Wearing Apparel Laundry               | 9.71  |
| 16190 - Sewing Machine Operator                               | 12.45 |
| 16220 - Tailor                                                | 13.05 |
| 16250 - Washer Machine                                        | 10.52 |
| 19000 - Machine Tool Operation And Repair Occupations         |       |
| 19010 - Machine-Tool Operator (Tool Room)                     | 20.50 |
| 19040 - Tool And Die Maker                                    | 25.60 |
| 21000 - Materials Handling And Packing Occupations            |       |
| 21020 - Forklift Operator                                     | 15.51 |
| 21030 - Material Coordinator                                  | 22.22 |
| 21040 - Material Expediter                                    | 22.22 |
| 21050 - Material Handling Laborer                             | 13.88 |
| 21071 - Order Filler                                          | 13.56 |
| 21080 - Production Line Worker (Food Processing)              | 15.51 |
| 21110 - Shipping Packer                                       | 15.49 |
| 21130 - Shipping/Receiving Clerk                              | 15.49 |
| 21140 - Store Worker I                                        | 11.37 |
| 21150 - Stock Clerk                                           | 15.34 |
| 21210 - Tools And Parts Attendant                             | 15.51 |
| 21410 - Warehouse Specialist                                  | 15.51 |
| 23000 - Mechanics And Maintenance And Repair Occupations      |       |
| 23010 - Aerospace Structural Welder                           | 27.66 |
| 23019 - Aircraft Logs and Records Technician                  | 21.45 |
| 23021 - Aircraft Mechanic I                                   | 26.16 |
| 23022 - Aircraft Mechanic II                                  | 27.66 |
| 23023 - Aircraft Mechanic III                                 | 29.17 |
| 23040 - Aircraft Mechanic Helper                              | 18.50 |
| 23050 - Aircraft Painter                                      | 24.62 |
| 23060 - Aircraft Servicer                                     | 21.45 |
| 23070 - Aircraft Survival Flight Equipment Technician         | 24.62 |
| 23080 - Aircraft Worker                                       | 23.00 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I      | 23.00 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II     | 26.16 |
| 23110 - Appliance Mechanic                                    | 22.01 |
| 23120 - Bicycle Repairer                                      | 17.52 |
| 23125 - Cable Splicer                                         | 29.53 |
| 23130 - Carpenter Maintenance                                 | 19.14 |
| 23140 - Carpet Layer                                          | 18.53 |
| 23160 - Electrician Maintenance                               | 23.39 |
| 23181 - Electronics Technician Maintenance I                  | 24.05 |
| 23182 - Electronics Technician Maintenance II                 | 25.75 |
| 23183 - Electronics Technician Maintenance III                | 27.36 |

|                                                                                  |       |
|----------------------------------------------------------------------------------|-------|
| 23260 - Fabric Worker                                                            | 18.87 |
| 23290 - Fire Alarm System Mechanic                                               | 22.48 |
| 23310 - Fire Extinguisher Repairer                                               | 17.52 |
| 23311 - Fuel Distribution System Mechanic                                        | 19.42 |
| 23312 - Fuel Distribution System Operator                                        | 15.76 |
| 23370 - General Maintenance Worker                                               | 16.66 |
| 23380 - Ground Support Equipment Mechanic                                        | 26.16 |
| 23381 - Ground Support Equipment Servicer                                        | 21.45 |
| 23382 - Ground Support Equipment Worker                                          | 23.00 |
| 23391 - Gunsmith I                                                               | 17.52 |
| 23392 - Gunsmith II                                                              | 20.23 |
| 23393 - Gunsmith III                                                             | 23.01 |
| 23410 - Heating Ventilation And Air-Conditioning<br>Mechanic                     | 24.12 |
| 23411 - Heating Ventilation And Air Contidioning<br>Mechanic (Research Facility) | 25.51 |
| 23430 - Heavy Equipment Mechanic                                                 | 24.86 |
| 23440 - Heavy Equipment Operator                                                 | 18.60 |
| 23460 - Instrument Mechanic                                                      | 24.33 |
| 23465 - Laboratory/Shelter Mechanic                                              | 21.66 |
| 23470 - Laborer                                                                  | 13.88 |
| 23510 - Locksmith                                                                | 18.73 |
| 23530 - Machinery Maintenance Mechanic                                           | 24.43 |
| 23550 - Machinist Maintenance                                                    | 22.41 |
| 23580 - Maintenance Trades Helper                                                | 14.85 |
| 23591 - Metrology Technician I                                                   | 24.33 |
| 23592 - Metrology Technician II                                                  | 25.73 |
| 23593 - Metrology Technician III                                                 | 27.13 |
| 23640 - Millwright                                                               | 23.13 |
| 23710 - Office Appliance Repairer                                                | 17.42 |
| 23760 - Painter Maintenance                                                      | 17.49 |
| 23790 - Pipefitter Maintenance                                                   | 22.84 |
| 23810 - Plumber Maintenance                                                      | 21.50 |
| 23820 - Pneudraulic Systems Mechanic                                             | 23.01 |
| 23850 - Rigger                                                                   | 19.79 |
| 23870 - Scale Mechanic                                                           | 20.23 |
| 23890 - Sheet-Metal Worker Maintenance                                           | 19.00 |
| 23910 - Small Engine Mechanic                                                    | 19.99 |
| 23931 - Telecommunications Mechanic I                                            | 23.50 |
| 23932 - Telecommunications Mechanic II                                           | 24.85 |
| 23950 - Telephone Lineman                                                        | 26.30 |
| 23960 - Welder Combination Maintenance                                           | 20.01 |
| 23965 - Well Driller                                                             | 18.89 |
| 23970 - Woodcraft Worker                                                         | 23.01 |
| 23980 - Woodworker                                                               | 17.52 |
| 24000 - Personal Needs Occupations                                               |       |
| 24550 - Case Manager                                                             | 16.29 |
| 24570 - Child Care Attendant                                                     | 9.97  |
| 24580 - Child Care Center Clerk                                                  | 12.44 |
| 24610 - Chore Aide                                                               | 10.57 |
| 24620 - Family Readiness And Support Services<br>Coordinator                     | 16.29 |
| 24630 - Homemaker                                                                | 16.29 |
| 25000 - Plant And System Operations Occupations                                  |       |
| 25010 - Boiler Tender                                                            | 23.50 |

|                                                               |       |
|---------------------------------------------------------------|-------|
| 25040 - Sewage Plant Operator                                 | 20.21 |
| 25070 - Stationary Engineer                                   | 23.50 |
| 25190 - Ventilation Equipment Tender                          | 16.62 |
| 25210 - Water Treatment Plant Operator                        | 20.21 |
| 27000 - Protective Service Occupations                        |       |
| 27004 - Alarm Monitor                                         | 18.65 |
| 27007 - Baggage Inspector                                     | 14.62 |
| 27008 - Corrections Officer                                   | 21.15 |
| 27010 - Court Security Officer                                | 25.66 |
| 27030 - Detection Dog Handler                                 | 16.36 |
| 27040 - Detention Officer                                     | 21.15 |
| 27070 - Firefighter                                           | 27.34 |
| 27101 - Guard I                                               | 14.62 |
| 27102 - Guard II                                              | 16.36 |
| 27131 - Police Officer I                                      | 25.77 |
| 27132 - Police Officer II                                     | 28.63 |
| 28000 - Recreation Occupations                                |       |
| 28041 - Carnival Equipment Operator                           | 13.12 |
| 28042 - Carnival Equipment Repairer                           | 14.12 |
| 28043 - Carnival Worker                                       | 9.96  |
| 28210 - Gate Attendant/Gate Tender                            | 15.38 |
| 28310 - Lifeguard                                             | 11.05 |
| 28350 - Park Attendant (Aide)                                 | 17.21 |
| 28510 - Recreation Aide/Health Facility Attendant             | 12.56 |
| 28515 - Recreation Specialist                                 | 19.65 |
| 28630 - Sports Official                                       | 13.70 |
| 28690 - Swimming Pool Operator                                | 16.31 |
| 29000 - Stevedoring/Longshoremen Occupational Services        |       |
| 29010 - Blocker And Bracer                                    | 24.20 |
| 29020 - Hatch Tender                                          | 24.20 |
| 29030 - Line Handler                                          | 24.20 |
| 29041 - Stevedore I                                           | 22.57 |
| 29042 - Stevedore II                                          | 25.91 |
| 30000 - Technical Occupations                                 |       |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2)   | 40.17 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2)  | 27.70 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 30.50 |
| 30021 - Archeological Technician I                            | 17.56 |
| 30022 - Archeological Technician II                           | 19.64 |
| 30023 - Archeological Technician III                          | 24.33 |
| 30030 - Cartographic Technician                               | 24.33 |
| 30040 - Civil Engineering Technician                          | 27.46 |
| 30051 - Cryogenic Technician I                                | 26.94 |
| 30052 - Cryogenic Technician II                               | 29.76 |
| 30061 - Drafter/CAD Operator I                                | 17.56 |
| 30062 - Drafter/CAD Operator II                               | 19.64 |
| 30063 - Drafter/CAD Operator III                              | 21.89 |
| 30064 - Drafter/CAD Operator IV                               | 26.94 |
| 30081 - Engineering Technician I                              | 15.91 |
| 30082 - Engineering Technician II                             | 17.86 |
| 30083 - Engineering Technician III                            | 19.98 |
| 30084 - Engineering Technician IV                             | 24.75 |
| 30085 - Engineering Technician V                              | 30.27 |
| 30086 - Engineering Technician VI                             | 36.63 |
| 30090 - Environmental Technician                              | 22.96 |

|                                                                    |       |
|--------------------------------------------------------------------|-------|
| 30095 - Evidence Control Specialist                                | 24.33 |
| 30210 - Laboratory Technician                                      | 21.89 |
| 30221 - Latent Fingerprint Technician I                            | 23.10 |
| 30222 - Latent Fingerprint Technician II                           | 25.51 |
| 30240 - Mathematical Technician                                    | 28.72 |
| 30361 - Paralegal/Legal Assistant I                                | 20.24 |
| 30362 - Paralegal/Legal Assistant II                               | 25.07 |
| 30363 - Paralegal/Legal Assistant III                              | 30.67 |
| 30364 - Paralegal/Legal Assistant IV                               | 37.11 |
| 30375 - Petroleum Supply Specialist                                | 29.76 |
| 30390 - Photo-Optics Technician                                    | 24.33 |
| 30395 - Radiation Control Technician                               | 29.76 |
| 30461 - Technical Writer I                                         | 24.59 |
| 30462 - Technical Writer II                                        | 30.08 |
| 30463 - Technical Writer III                                       | 34.17 |
| 30491 - Unexploded Ordnance (UXO) Technician I                     | 25.53 |
| 30492 - Unexploded Ordnance (UXO) Technician II                    | 30.89 |
| 30493 - Unexploded Ordnance (UXO) Technician III                   | 37.02 |
| 30494 - Unexploded (UXO) Safety Escort                             | 25.53 |
| 30495 - Unexploded (UXO) Sweep Personnel                           | 25.53 |
| 30501 - Weather Forecaster I                                       | 26.94 |
| 30502 - Weather Forecaster II                                      | 32.77 |
| 30620 - Weather Observer Combined Upper Air Or<br>Surface Programs | 21.89 |
| 30621 - Weather Observer Senior (see 2)                            | 24.33 |
| 31000 - Transportation/Mobile Equipment Operation Occupations      |       |
| 31010 - Airplane Pilot                                             | 30.89 |
| 31020 - Bus Aide                                                   | 14.96 |
| 31030 - Bus Driver                                                 | 20.58 |
| 31043 - Driver Courier                                             | 14.51 |
| 31260 - Parking and Lot Attendant                                  | 10.78 |
| 31290 - Shuttle Bus Driver                                         | 15.62 |
| 31310 - Taxi Driver                                                | 12.86 |
| 31361 - Truckdriver Light                                          | 15.62 |
| 31362 - Truckdriver Medium                                         | 16.83 |
| 31363 - Truckdriver Heavy                                          | 19.94 |
| 31364 - Truckdriver Tractor-Trailer                                | 19.94 |
| 99000 - Miscellaneous Occupations                                  |       |
| 99020 - Cabin Safety Specialist                                    | 15.06 |
| 99030 - Cashier                                                    | 11.25 |
| 99050 - Desk Clerk                                                 | 10.74 |
| 99095 - Embalmer                                                   | 27.53 |
| 99130 - Flight Follower                                            | 25.53 |
| 99251 - Laboratory Animal Caretaker I                              | 12.69 |
| 99252 - Laboratory Animal Caretaker II                             | 13.66 |
| 99260 - Marketing Analyst                                          | 36.49 |
| 99310 - Mortician                                                  | 28.38 |
| 99410 - Pest Controller                                            | 20.47 |
| 99510 - Photofinishing Worker                                      | 15.16 |
| 99710 - Recycling Laborer                                          | 17.89 |
| 99711 - Recycling Specialist                                       | 21.23 |
| 99730 - Refuse Collector                                           | 16.12 |
| 99810 - Sales Clerk                                                | 12.05 |
| 99820 - School Crossing Guard                                      | 13.57 |
| 99830 - Survey Party Chief                                         | 23.22 |

|                                         |       |
|-----------------------------------------|-------|
| 99831 - Surveying Aide                  | 16.20 |
| 99832 - Surveying Technician            | 19.34 |
| 99840 - Vending Machine Attendant       | 13.78 |
| 99841 - Vending Machine Repairer        | 17.04 |
| 99842 - Vending Machine Repairer Helper | 13.78 |

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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 5 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. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive

administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."



