SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912NW26QA0120001	09 DEC 2025

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	HAROLD RUSSELL	361-961-7831	07 JUL 2026 03:00 PM

9. ISSUED BY CODE W912NW

W6QK CCAD CONTR OFF
KO CONTRACTING OFFICE, BLDG 129 MS 7 308 CRECY ST
CORPUS CHRISTI, TX 78419-5260
UNITED STATES
HAROLD RUSSELL, EMAIL: HAROLD.W.RUSSELL.CIV@ARMY.MIL
TELEPHONE: 361-961-7831

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

W0MU USA DEP CORPUS CHRISTI
308 CRECY STREET, CORPUS CHRISTI TX 78419-5260
CORPUS CHRISTI, TX 78419-5260

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ 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

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Reform Grinding Machine Test and Repair

Product Service Code : J034

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide Reform Grinding Machine Repairs in accordance with the Performance Work Statement (PWS) contained herein. Pricing Arrangement: Firm Fixed Price	1	Each		

Continuation of Description

Requirements

Reform Grinding Machine Test and Repair

0001
Product Service Code : J034
North American Industry Classification System (NAICS) : 811310

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Refer to Performance Work Statement (PWS) for Inspect/Acceptance locations and criteria. DoDAAC: W45N7V CountryCode: USA W0MU USA DEP CORPUS CHRISTI 308 CRECY STREET, CORPUS CHRISTI TX 78419-5260 CORPUS CHRISTI, TX 78419-5260 UNITED STATES

Continuation of Deliveries or Performance

0001	**Quantity** 1 Each **Address and POC** Place of Performance DoDAAC: W45N7V CountryCode: USA W0MU USA DEP CORPUS CHRISTI 308 CRECY STREET, CORPUS CHRISTI TX 78419-5260 CORPUS CHRISTI, TX 78419-5260 UNITED STATES **Period of Performance** From 17 Aug 2026 To 16 Aug 2027

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-13	System for Award Management Maintenance.	2018-10		
52.204-18	Commercial and Government Entity Code Maintenance.	2020-08		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	2021-11		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	2023-11		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11
252.204-7022	Expediting Contract Closeout.	2021-05
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12

252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.247-7023	Transportation of Supplies by Sea.	2024-10

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.211-7003	Item Unique Identification and Valuation.	2023-01		

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or

batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot,

or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data

Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U. S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause

as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

Invoice 2 in 1

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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 2 in 1

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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 financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: 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*

Field Name in WAWF	Data to be entered in WAWF

Pay Official DoDAAC HQ0303
Issue By DoDAAC W912NW
Admin DoDAAC W912NW
Inspect By DoDAAC W45N7V
Ship To Code W45N7V
Ship From Code NA
Mark For Code NA
Service Approver (DoDAAC) W45N7V
Service Acceptor (DoDAAC) W45N7V
Accept at Other DoDAAC NA
LPO DoDAAC NA
DCAA Auditor DoDAAC NA
Other DoDAAC(s) NA

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

TBD

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services.	2025-10		

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Oct 2025)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(31 U.S.C. 3903 and 10 U.S.C. 3801).

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

[ ] (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun

2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[ ] (6) [Reserved].

[ ] (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

[ ] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

[ ] (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

[ ] (ii) Alternate I (Dec 2023) of 52.204-30.

[X] (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

[ ] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

[ ] (14) [Reserved].

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

[ ] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S. C. 657a).

[ ] (17) [Reserved]

[X] (18)

(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.

[ ] (19)

(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.

[ ] (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

[ ] (21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (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 (Jan 2025) of 52.219-9.

[ ] (22)

(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.

[ ] (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

[ ] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

[X] (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

[ ] (ii) Alternate I (Mar 2020) of 52.219-28.

[ ] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

[ ] (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

[ ] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S. C. 644(r)).

[ ] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

[X] (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

[X] (34)

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

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

[ ] (35)

(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] (36)

(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.

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

[ ] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

[X] (39)

(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (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).

[ ] (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[ ] (41)

(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.)

[ ] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

[ ] (47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

[ ] (48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

[ ] (ii) Alternate I (Oct 2022) of 52.225-1.

[ ] (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I [Reserved].

[ ] (iii) Alternate II (Jan 2025) of 52.225-3.

[ ] (iv) Alternate III (Feb 2024) of 52.225-3.

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

[ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

[ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G 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) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

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

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

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

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

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

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

[X] (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

[ ] (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

[ ] (65)

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

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

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

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

[Contracting Officer check as appropriate.]

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

[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).

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

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

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

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

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

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

[ ] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions

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

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

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

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

(e)

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (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.

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

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

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

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

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

(xiv) 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.

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

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

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

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

(xxii)

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

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

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

(xxiv) 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.

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

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	2015-11		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01		
252.211-7008	Use of Government-Assigned Serial Numbers.	2010-09		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.225-7048	Export-Controlled Items.	2013-06		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-2	Clauses Incorporated by Reference.	1998-02		

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Performance Work Statement

Reform Grinding Machine Repair Project

1.0 GENERAL: This is a non-personal services contract to repair and test the Reform Grinding Machine for the depot's Machine Shop. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Scope: The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, quality control, and other items and non-personal services necessary to repair, reassemble (if necessary), test, and re-certification of the Grinding Machine to OEM specifications and requirements as defined in this PWS, except for those items specified as government furnished. The Contractor shall perform to the standards of this contract.

1.2 Background: One of CCAD's Grinding Machines failed during a recent repair of the AD-WIN-Gold transputer and update of the FANUC controls. It was found that in-house maintenance personnel can not repair it due to required proprietary data used during install of parts and needed licensing updates. This Grinding Machine is required for daily operations at the depot.

1.3.1 Description of Services: Contractor shall provide services to inspect and repair the dynamometer to full operational capability, if repairable.

1.4 Period of Performance (POP): See Delivery Schedule.

1.5.1 Quality Control (QC): The Contractor shall develop and maintain an effective QC Program (QCP) to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the Contractor shall develop QC procedures that address the areas identified in the Performance Requirements Summary.

1.5.2 Quality Assurance (QA): The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.5.2.1 The contractor shall provide initial and final inspection, and any test reports to the depot's COR for review and approval.

1.5.2.2 Failure to comply with the requirements, specifications, provisions and tests set forth in the PWS shall be cause for non-acceptance, until the issues are resolved and approved by the government's COR.

1.5.3 Recognized Holidays: The following are recognized US holidays. The Contractor shall not perform services on these days:

New Year's Day Labor Day

Martin Luther King Jr.'s Birthday Columbus Day

President's Day Veteran's Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

Juneteenth

1.5.4 Hours of Operation: The Contractor shall perform work at the depot's facility. The depot 1st shift hours are 0600-1530 daily. The contractor will be authorized to modify these hours with COR approval. No overtime is authorized without prior approval from the COR. The Contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS.

1.5.5 Place of Performance: The work shall be performed on-site at the Corpus Christi Army Depot, Corpus Christi, TX, 78419.

1.5.6 Security Requirements: The following information is provided on security related matters.

1.6 Installation Access: Access to U.S. installations, buildings and controlled areas is limited to personnel who meet security criteria and are authorized. Failure to submit required information /data and obtain required documentation or background investigations will be grounds for denying access to U.S. installations, buildings and controlled areas. The Contractor shall ensure that any subcontractors used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any subcontractor utilized by the Contractor, are made aware of and comply with these requirements.

The Contractor shall be aware of and comply with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control processing requirements.

The Contractor shall return installation and CCAD passes to the issuing Security office when the contract is completed or when a Contractor employee no longer requires access.

The contractor shall obtain a Defense Biometric Identification System (DBIDS) Card through Navy Pass & Tag not to exceed contract expiration. The government Contracting Officer Representative (COR) will coordinate CCAD badging and briefing with CCAD Security. CCAD personnel will escort contractor at all times while onboard CCAD unless approved in advanced by CCAD Security. Contractors are not authorized to escort anyone on the installation or CCAD.

1.6.1 Installation Pass Log: (Deliverable #3). In addition, the Contractor shall provide the Contracting Officer, via the COR, an Initial Installation Pass Log within three (3) calendar days after contract award. The log must at a minimum contain the following information Full Legal Name, type of access (e.g. CAC, DBIDS, base pass) and working hours. The log shall be updated as employees are added or removed. The Updated Installation Pass Log shall be current and available at any time upon request by the Government and submitted to the COR within five (5) days after any changes to the log.

1.6.2 Individual Termination or Expiration of Employment: (Deliverable #4) The Contractor shall collect the installation access passes the same day employment of an individual has expired or has been terminated and shall return them to the issuing office within three (3) working days.

1.6.3 Contract Termination or Cancellation: (Deliverable #5) Upon termination or cancellation of this contract, the Contractor shall collect all outstanding installation access passes and return them to the issuing office within three (3) working days.

1.6.4 Physical Security: The Contractor shall safeguard all Government equipment, information, and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured IAW the Army Physical Security Program (AR 190-13).

1.6.7 Operations Security (OPSEC) Requirements: Contractor personnel shall adhere to facility security policies and restrictions. The Contractor shall immediately report suspicious activities to security personnel. Government issued access badges shall not be worn outside designated facilities where visible to the general public.

1.6.8 Safeguarding Covered Defense Information: Contractors and subcontractors are required to safeguard covered defense information that resides in or transits through covered contractor information systems by applying specified network security requirements and reporting of cyber incidents in accordance with 48 CFR 204.73. DoD Industry resources for Controlled Unclassified Information can be found at https://www.dcsa.mil/Industrial-Security/Controlled-Unclassified-Information-CUI/

1.7 Key Control: Reserved

1.8 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties must identify themselves, to include proper marking of signature blocks in correspondence, to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall ensure that all documents or reports, produced by

Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.9 Data Rights : The Government has unlimited rights to all documents and materials produced under this contract. All documents and materials, to include the source codes of software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership and copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.10 Protection of Government and Contract Information: Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at www.dimoc.mil /resources/limitations/, the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

1.18 Required Training: Reserved

1.11 Conservation of Utilities: N/A No utilities will be used by the Contractor.

1.12 Special Qualifications: Contractor personnel shall consist of personnel qualified to perform their regular duties for the Contractor. Contractor shall ensure that any personnel performing under a contract are fully trained, licensed, certified and qualified for the position in which they will be serving.

1.13 Post Award Conference/Periodic Progress Meetings: N/A No post award conference will be held.

1.14 Contracting Officer Representative (COR): The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.15 Key Personnel: N/A No special qualifications above the requirements cited in paragraph 1.5.8 are required.

1.16 Contractor Travel: Contractor travel to and from the work site from their home base location to CCAD shall be included in this contract.

1.17Other Direct Costs

Labor

Regular Time:

Overtime: None

Other Direct Costs:

a. Repair Parts

b. Consumable Items

c. General and Administration

d. Profit

1.18 Safety Requirements: All work shall be conducted in a safe manner and in compliance with Federal, State, Local, Department of Defense, Army, and Depot regulations and national consensus standards.

1.10.1 The Contractor shall provide a Site-Specific Safety and Occupational Health Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA).

1.18.1 Site-Specific Safety and Occupation Health Accident Prevention Plan (APP). The Contractor shall develop, promulgate, and enforce a written site-specific safety and occupational health accident prevention plan (Herein referred to as safety plan). The safety plan shall identify protocols and procedures to ensure a safe and healthful workplace. The safety plan shall be reviewed and deemed acceptable by the COR before beginning any on-site activities.

1.18.2 Activity Hazard Analysis (AHA). The Contractor shall identify in sequence the activities being performed, the specific anticipated hazard, equipment, materials, and the control measures to implemented to eliminate or minimize each hazard to an acceptable level of risk. The contractor shall use the more stringent standard when standards are different. The names of the competent and qualified person required for a particular activity (e.g., excavation, scaffolding, fall protection, or other activities as specified by OSHA) shall be identified and included in the activity hazard analysis, as well as proof of their competency and qualification. The analysis shall be reviewed and deemed acceptable by the COR before beginning any on-site activities.

1.18.3 Service Condition. No part of the services covered by the McNamara-O'Hara Service Contract Act of 1965 will be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the Contractor or any Subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services.

PART 2

DEFINITIONS & ACRONYMS

2.0 DEFINITIONS AND ACRONYMS:

2.1 Definitions:

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER (KO). A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: "Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer's technical representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management." In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, "... These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs."

2.1.4 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the PWS.

2.1.5 DELIVERABLE. Anything that can be physically delivered and includes non-manufactured items such as meeting minutes or reports.

2.1.6 KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 PHYSICAL SECURITY. means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft.

2.1.8 QUALITY ASSURANCE. The Government procedures to verify that services being performed by the Contractor are performed according to the acceptable standards.

2.1.9 QUALITY ASSURACNE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 WORKDAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13 WORK WEEK. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

ACOR Alternate Contracting Officer's Representative

AOR Area of Responsibility

APU Auxiliary Power Unit

AQL Acceptable Quality Level

AR Army Regulation

ASTM American Society for Testing and Materials

AT Anti-Terrorism

ATCTS Army Training Certification Tracking System

ATO Anti-Terrorism Officer

CAC Common Access Card

CAO Current-As-Of

CCAD Corpus Christi Army Depot

CFR Code of Federal Regulations

CMR Contracting Management Report

COR Contracting Officer's Representative

COTR Contracting Officer's Technical Representative

DA Department of the Army

DBIDS Defense Biometric Identification System

DD Department of Defense (Form)

DDS Defense Security Services

DFARS Defense Federal Acquisition Regulation Supplement

DISCO Defense Industrial Security Clearance Office

DOD Department of Defense

DODD Department of Defense Directive

DODI Department of Defense Instruction

DODM Department of Defense Manual

FAR Federal Acquisition Regulation

FBI Federal Bureau of Investigation

FDO Foreign Disclosure Officer

FIPS PUB Federal Information Processing Standards Publication

FOIA Freedom of Information Act

FOUO For-Official-Use-Only

FSC Federal Service Code

FSO Facility Security Officer

HSPD Homeland Security Presidential Directive

IAW In Accordance With

IA Information Awareness

IAC Installation Access Control

ID Identification

IS Information Systems

IT Information Technology

JPAS Joint Personnel Adjudication System

KO Contracting Officer

LAN Land Area Network

N/A Not Applicable

NAS Naval Air Station

NASCC Naval Air Station Corpus Christi

OMB Office of Management and Budget

OEM Original Equipment Manufacturer

OPSEC Operations Security

OSHA Occupational Safety & Health Agency

PAO Public Affairs Officer

PIV Personal Identity Verification

POP Period of Performance

PERSEC Personnel Security

PWS Performance Work Statement

QA Quality Assurance

QAE Quality Assurance Evaluator

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program

SAAR System Authorization Access Form

SF Standard Form

SOP Standard Operating Procedure

SSA Servicing Security Activity

TARP Threat Awareness and Reporting Program

UFC Unified Facilities Criteria

UIC Unit Identification Code

XML Extensible Markup Language

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT AND SERVICES

3.0 GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 The Government will provide basic facility and utility services for contractor use (electric power, bathroom, breakroom, water usage).

3.2 Identification Cards: The Government will provide Defense Biometric Identification System (DBIDS) and CCAD Badges upon arrival at the location (NAS-CC).

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.0 CONTRACTOR FURNISHED ITEMS AND RESPONSBILITIES:

4.1 General: Except for those items specifically stated to be Government-Furnished in paragraph 3.0, the Contractor shall furnish everything required to perform these services as indicated in paragraph 1.1.

4.2 Vehicles and Equipment: The Contractor shall provide all necessary vehicles (no GSA vehicles provided to Contractor for use on this contract) and equipment to perform the work described in this PWS. All Contractor provided vehicles and equipment shall have the company name prominently displayed on both sides of the vehicle or equipment and present a neat, professional appearance. Contractor's vehicles and equipment used in the performance of this contract shall meet all local traffic, safety, and environmental requirements. Vehicles and equipment found to be unsafe shall be removed from the installation and replaced. The Contractor shall not use any Government-owned tools, materials, or parts to maintain Contractor vehicles and equipment without prior written approval of the Contracting Officer. The COR may inspect the Contractor's vehicles and equipment at any time.

4.3 Background Checks: The Contractor shall provide Background Checks in accordance with this PWS and as determined by the Government.

PART 5

SPECIFIC TASKS

5.0 REQUIREMENTS:

5.1 Basic Services: The Contractor shall provide repair services to return the Grinding Machine to original manufacturers specifications and full operational capability. Contractor shall perform repair of Grinding Machine on-site at CCAD. Contractor shall provide a written report containing the information required in this PWS. All procedures shall be open to viewing by CCAD personnel at CCAD's option.

5. 2 Requirements:

5.2.1 The service contractor must be a certified Reform Grinding Machine repair facility with a minimum of five (5) years' experience in the repair, overhaul, and service of Grinding Machines and an owner/holder of the propriety rights of the Reform Grinder Model MSG 804, Serial Number HSG8048240 computer, hard drives, and software systems.

5.2.2 The contractor shall provide all the necessary parts, tools, fixtures, engineering support, machinery, processes, facilities, expendable items, shipping costs, paint, labor and equipment to inspect, assemble, and test the Grinding Machine.

5.2.2.1 It is the contractor's responsibility to ensure safe and expedient shipping of parts and supplies from point-of-origin to the CCAD to include customs approvals.

5.2.3 The contractor shall not perform any additional work that is not in the scope of this PWS and the contract. Any additional work must be approved by the CCAD COR and contracting officer.

5.2.4 The contractor shall replace HMI controls with OEM-approved controls (FANUC).

5.2.5 The contractor shall perform full back-up of all data and transfer said data to new hard drive system.

5.2.6 The contractor shall perform a complete repair and test of the Grinding Machine on-site at CCAD.

5.2.7 The contractor shall perform basic maintenance training to depot maintenance personnel on basic troubleshooting

5.2.8 The contractor shall provide a field report containing all tests as well as all repairs completed and any additional findings to CCAD.

5.2.9 The contractor shall provide the government a minimum of seven (7) calendar days' notice prior to arrival in order to obtain proper authorizations for attendance.

5.2.10 The contractor shall provide the CCAD with a standard industry warranty that includes a MINIMUM of 90 days for all contractor provided services and 1 year on contractor supplied parts.

5.3 Government Furnished Property. The government shall supply access to the Grinding Machine to be repaired and use of local facilities for contractor use.

5.4 CONTRACTOR PERSONNEL

5.4.1 The Contractor shall ensure all employees have the proper authorizations when performing work on the installation. Contractor shall wear identification above the waist on the front of the body and will be worn at all times while the bearer is on the federal reservation.

5.4.2 Safety: The Contractor shall follow applicable OSHA standards, rules, and regulations. The Contractor shall be responsible for obtaining and wearing the appropriate safety personal protection devices.

PART 6

APPLICABLE PUBLICATIONS

6.0 APPLICABLE PUBLICATIONS:

6.1 The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures listed below:

6.1.1 Grinding Machine Manufacturer

6.1.1.1 Reform Grinder Part Number HSG 804 (S/N: HSG8048240)

6.1.2 Industry Publications

6.1.2.1 Best Manufacturing Practices (http://bpmcoe.org)

6.1.1 Executive Order 13556, Controlled Unclassified Information

6.1.2 National Institute of Standards and Technology Special Publication 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations

6.1.3 32 Code of Federal Regulation (CFR) Part 2002, Controlled Unclassified Information

6.1.4 32 Code of Federal Regulation (CFR) Part 117 National Industrial Security Program Operating Manual (NISPOM)

6.1.5 Federal Acquisition Regulation Subpart 24.1 CFR Part 24 and Part 39.105

6.1.6 Unified Facilities Criteria (UFC) 4-010-01 DoD Minimum Antiterrorism Standards for Buildings

6.1.7 Defense Acquisition Regulation 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls

6.1.8 Defense Acquisition Regulation 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

6.1.9 DoDI 1000.13, Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and other Eligible Individuals

6.1.10 DoDM 1000.13, Volume 1, DoD Identification (ID) Cards: ID Card Life-Cycle

6.1.11 DoDM 5200.02 Procedures for the DoD Personnel Security Program

6.1.12 DoDI 5200.02 DoD Personnel Security Program

6.1.13 DoDI 5200.48, Controlled Unclassified Information

6.1.14 DoDD 5230.25, Withholding of Unclassified Technical Data from Public Disclosure

6.1.15 DoDD 5240.06 Counterintelligence Awareness and Reporting (CAIR)

6.1.16 DoD 8570-M Information Assurance Workforce Improvement Program

6.1.17 AR 25-1 Army Information Technology

6.1.18 AR 25-2 Army Cybersecurity

6.1.19 AR 25-55, The Department of the Army Freedom of Information Act

6.1.20 AR 70-31, Standards for Technical Reporting

6.1.21 AR 190-13 The Army Physical Security Program

6.1.22 AR 360-1, The Army Public Affairs Program

6.1.23 AR 380-5, Army Information Security Program

6.1.24 AR 380-10, Foreign Disclosure and Contact with Foreign Representatives

6.1.25 AR 380-49, Industrial Security Program

6.1.26 AR 380-67, Personnel Security

6.1.27 AR 530-1, Operations Security

6.1.28 AR 735-5 Property Accountability Policies

6.1.29 EM 385-1-1 U.S. Army Corps of Engineers Safety and Health Requirements

6.1.30 530-CCAD-001 CCAD Operations Security Plan (OPSEC)

6.1.31 CCAD Physical Security Plan

PART 7

ATTACHMENTS

7.0 Attachment List:

7.1 Attachment 1: Performance Requirements Summary

ATTACHMENT 1 / TECHNICAL EXHIBIT 1

Performance Requirements Summary

This Performance Requirements Summary includes performance standards. The Government will use these standards to determine Contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

PWS Paragraph: 5.2 ALL

Task: Repair of Grinding Machine

Performance Standard: Grinding Machine returned to full operational capability.

Acceptable Quality Levels (AQL): No failure of Grinding machine upon startup and performance checkout run.

Surveillance Method/By Whom: 100% Inspection - COR will review on-site.

PWS Paragraph: 5.2.5

Task: Documentation and Reports

Performance Standard: Contains all data required in specified paragraphs

Acceptable Quality Levels (AQL): All required documentation, as listed in PWS.

Surveillance Method/By Whom: 100% Inspection by COR.

7.2 Attachment 2: Deliverables Schedule

ATTACHMENT 2 / TECHNICAL EXHIBIT 2

Deliverables Schedule

Deliverable: Repaired Grinding Machine

Frequency: Once

Number of Copies: 1

Medium/ Format: Grinding Machine

Submit To: On-site Repair

Deliverable: Final Repair Report

Frequency: Within 5 days of contract completion.

Number of Copies: 1

Medium/ Format: Email attachment and/or Hard Copy

Submit To: COR

Deliverable: Warranty Letter of Services and Parts (Stating Effective Date)

Frequency: Within 10 days of contract completion.

Number of Copies: 1

Medium/ Format: Email attachment and/or Hard Copy

Submit To: COR

Deliverable: 3. Installation Pass Log (Para 1.6.1)

Frequency: Initial within 3-calendar days and updates within 5 calendar days

Number of Copies: 1

Medium/ Format: Hard copy or electronic

Submit To: COR

CAO: April 2019

SECURITY REQUIREMENTS FOR ALL CONTRACTS PERFORMED AT CORPUS CHRISTI ARMY DEPOT

Place these security requirements in all Statement of Works (SOW's) and Performance Work Statements (PWS's) for contracts performed at Corpus Christi Army Depot (CCAD).

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This document is a brief overview of rules and regulations of Naval Air Station Corpus Christi (NASCC) and Corpus Christi Army Depot (CCAD). It is not intended to be all-inclusive or cover all contingencies.

Direct specific security requirements questions to the following numbers:

CCAD: (361) 961-3313

NASCC: (361) 961-2480

Regulations:

Army Directive 2014-05 (or its successor) Policy and Implementation Procedures for Common Access Card Credentialing and Installation Access for Uncleared Contractors

AR 25-1, Army Knowledge Management and Information Technology AR 25-2, Information Assurance

AR 25-55, The Department of the Army Freedom of Information Act AR 70-31, Standards for Technical Reporting

AR 190-13, Department of the Army Physical Security Program AR 360-1, The Army Public Affairs Program AR 380-5, Department of the Army Information Security Program

AR 380-10, Foreign Disclosure and Contact with Foreign Representatives AR 380-49, Industrial Security Program

AR 380-67, Personnel Security (PERSEC); AR 530-1, Operations Security (OPSEC)

AR 530-1, AMC Supp Operations Security (OPSEC) AR 530-1, CCAD Plan Operations Security (OPSEC) AMC-R 525-13, AMC Force Protection Program

DoD 5220.22-M National Industrial Security Program Operating Manual DoD Directives 5230.24, Distribution Statements on Technical Documents

DoD Directives 5230.25, Withholding of Unclassified Technical Data from Public Disclosure DoD Regulation 5200.2 Personnel Security Program

DoD 5400.11-R, Department of Defense Privacy Program UFC 4-010-01 9 February 2012 Change 1, 1

October 2013

DoD MINIMUM ANTITERRORISM STANDARDS FOR BUILDINGS UNIFIED FACILITIES CRITERIA (UFC)

DoDI 1000.13, Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and other Eligible Individuals

DoDD 5400.11, Department of Defense Privacy Program, October 29, 2014

DoDM 1000.13, Volume 1, DoD Identification (ID) Cards: ID Card Life-Cycle DoDI 5200.02 DoD Personnel Security Program

DoDM 5200.02 Procedures for the DoD Personnel Security Program Federal Acquisition Regulation Subpart 24.1 CFR Part 24 and Part 39.105

U.S. Office of Personnel Management Memorandum, "Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12," July 31, 2008Federal Acquisition Regulation (FAR), March 2005

1. Conduct and Behavior: IAW DoD Directive 5200.8, "Security of DoD Installations and Resources", the NAS commander has broad authority to remove or exclude any person or persons from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the uninterrupted and successful performance of the installations mission. In the exercise of this authority, the commander may refuse to grant entry or may bar Contractor employees. Refusal of entry or barment of any employee does not relieve the Contractor of the responsibility to continue performance under this contract.

1.1. All personnel entering and working at CCAD are subject to all rules, regulations and applicable laws. All personnel and their effects are subject to search, to include vehicles and company belongings.

1.2. No person shall willfully fail or refuse to comply with lawful orders or direction of any civilian or military security police officer.

1.3. The Contractor shall not employ persons for work on this contract if such employees are identified to the Contractor by the Government as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. Disrespectful behavior, failure to obey orders or regulations, fighting, horseplay, stealing, illegal use of drugs (using/transporting/selling), consuming or being under the influence of alcohol, or being in the possession of illegal weapons are prohibited and subject to appropriate penalties. This may include being detained, banned from entering the Government facility, or remanded to civilian authorities.

1.4. All Contractor personnel will limit their travel on the installation only to specific areas required for performance of the contract, specified break and meal areas, or in travel directly to and from these locations. Employees found on the installation away from officially identified areas may be detained and/or debarred from the installation.

1.5. Subcontracts; if the Contractor enters into a Subcontractor arrangement with another Contractor, the prime Contractor is responsible for Subcontractor performance and compliance.

The prime Contractor must provide a copy of the security requirements to the subcontractor. The contracting officer must ensure any questions of adequacy of the Subcontractor are resolved to the mutual satisfaction of the prime Contractor, Subcontractor, security, and CCAD commander.

1.6. All prospective government and contractor employees are subject to a check of their criminal history prior to being granted access to CCAD. Adverse or derogatory information revealed by these checks, or failure to provide full disclosure, may result in denial of access.

2. Support:

2.1 Security support provided by CCAD to the Contractor includes (if applicable) storage containers for classified information/material, use of base destruction facilities, classified reproduction facilities, use of base classified mail services, security badging, investigation of security incidents, base traffic regulations, use of security forms, and conducting inspections required by DoD 5220.22-M "Industrial Security Regulation", AR 380-49 "Industrial Security Program", AR 380-5 "Department of Army Information Security Program", and AR 25-2 "Information Assurance" and others as required or deemed necessary by the Government.

2.2 Security support requiring joint Army and Contractor coordination includes packaging classified information, mailing and receiving classified materials, implementing emergency procedures for protection of classified information, security checks, and internal security controls for protection of classified material, sensitive material, and high value pilfer able property.

3. Security Investigation Requirements:

3.1. Investigation requirements including IT level and CAC requirements should be clearly indicated in the contract and Performance Work Statement (PWS) as prescribed in paragraph 4.1303, of the FAR:Personal Identity Verification of Contractor Personnel

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

3.2. Subcontracts; if the Contractor enters into a Subcontractor arrangement with another Contractor, subcontractors must be clearly identified in the contract agreement.

3.3. Contractors must maintain the same level investigation or higher as their civilian counterparts. In the absence of a civilian counterpart, CCAD Security will determine the level of investigation based on a position sensitivity review. Close coordination with the COR and company are required. All documentation required for access to CCAD for classified contracts or IT Level I & II shall be processed through the CCAD Security Personnel Security Office prior to entering CCAD facilities.

3.4. Classified Contracts: An interim clearance must be in place prior to entering CCAD facilities. All documentation (i.e. SF 86, etc.) required for security clearance shall be processed through the Contractor Facility Security Office (FSO).

3.4.1. For all contracts involving employees who require a security clearance for performance of their duties or access to classified material, the Contractor must possess or obtain a facility security clearance prior to performing contract work. If the Contractor does not possess a facility clearance, the Government (Contracting Office) may request one from the Defense Security Service (DSS).

3.4.2. Contractor employees without a clearance level or background check properly indicated in the Joint Personnel Adjudication System (JPAS) or its successor, will not be assigned to this task directly or indirectly. Contractor employee(s) will not be authorized access, regardless of personal clearance, without the facility first being cleared to the appropriate level by Defense Security Service (DSS).

3.4. The Contractor shall request security clearances for personnel requiring access to classified information or IT Level I or II within 15 days after receiving a facility clearance. If the Contractor is already cleared, they shall request security clearances for the personnel within 15 days after contract award. Due to costs involved with security investigations, requests for Contractor employee security clearances shall be kept to an absolute minimum necessary to perform contract requirements.

3.4.1. IT Level I positions; Contractor employees shall have one of the following prior to commencing work: A current, valid Tier 5 investigation or equivalent or "Interim" Top Secret eligibility by Defense Industrial Security Clearance Office (DISCO) indicated in JPAS.

3.4.2. IT Level II positions; Contractor employees shall have one of the following prior to commencing work: A favorably completed Tier 3 investigation or equivalent or "Interim" Secret eligibility by DISCO indicated in JPAS.

3.4.3. IT Level III positions: Contractor employees shall have one of the following prior to commencing work: A favorably completed Tier 3 investigation or equivalent or "Interim" Secret eligibility by DISCO indicated in JPAS.

3.5. Unclassified Contracts requiring IT access: All documentation (i.e. SF 85*, etc.) required for their initial security appointment for unclassified contracts to IT Level III shall be processed through the CCAD Security Personnel Security Office prior to entering CCAD facilities.

3.6. IT Level III positions; Contractor employees requiring access to CCAD Local Area Network (LAN) shall have background investigation processed through CCAD Personnel Security Office. If the Contractor employee does not possess the proper investigation, the Government (Contracting Officer Representative) will request one. The Government assumes costs and initiates non-clearance investigation by submitting the appropriate Personnel Security Investigation request to the Army Center of Excellence. Minimum requirements for CAC issuance and access to the LAN is an initiated investigation with favorable FBI fingerprint check. Due to costs and the inherent delays involved with security investigations, requests for Contractor LAN access shall be kept to an absolute minimum necessary to perform contract requirements.

3.6.1. Fitness Issues: CCAD Security will be notify the Contracting Officer Representative (COR) when discovery of adverse information indicates potentially actionable issues that may disqualify the Contractor employee from access.

3.6.2. OPM Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 provides government-wide credentialing standards to be used by all Federal departments and agencies in determining whether to issue or revoke personal identity verification (PIV) cards to employees and contractor personnel.

3.6.3. Whether or not to grant access is the sole discretion of the Government. The decision not to grant access will not be grounds for contract modification and shall not constitute an excuse for Contractor performance failure.

3.7. System Authorization Access Request (SAAR): Prior to system access, a SAAR, DD Form 2875, shall be completed by the Contractor employee. The Contractor employee shall complete Part I, the COR shall complete Part II, and CCAD Personnel Security shall complete Part III.

3.8. Unclassified Contracts NOT requiring IT access: Contracts not requiring access to CCAD LAN shall be subject to installation access requirements that include the Defense Biometric Identification System (DBIDS) and/or guest sponsorship. The COR shall provide the appropriate details and contact information.

4. IT/IA Requirements:

4.1. All contract employees with access to the CCAD network must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services. Contractors and associated subcontractor employees must also complete DoD IA Awareness Training before they can be granted access to the CCAD network and complete the training annually thereafter.

4.2. All contractors working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within 6 months of employment.

4.3. Per DoD 8570.01-M, DFARS 252.239.7001, and AR 25-2, the contractor employees' supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification, as stipulated in DoD 8570.01-M, must be completed upon contract award.

5. Acquisition: All contracts will include acquisition related documents in accordance with the Federal Acquisition Regulation Subpart 24.1 CFR Part 24 and Part 39.105.

6. Foreign Nationals:

6.1. Official Visits: All official foreign visits (visits sponsored bya foreign government) must be based on a legitimate need, be sanctioned by the appropriate foreign attache or embassy, and approved through Department of Army channels. Access will be coordinated through the CCAD Foreign Disclosure Officer (FDO), COR, and respective NASCC/CCAD security offices.

6.2. Unofficial Visits: These are visits by foreign nationals that are not endorsed by a foreign government. The Contractor will submit a request for employee access, based on a legitimate need, to the appropriate COR. The COR will in turn notify the FDO of the request. Due to security considerations, requests for these types of visits should be kept to a minimum. Foreign nationals will require a government escort at all times while on CCAD property. The COR will ensure the foreign contractor employee provides a copy of their passport to NASCC and CCAD security offices, to ensure the appropriate background checks are completed. NOTE: Properly validated permanent resident alien registration card holders are exempt from this requirement.

7. Notifications: The following information will be submitted to the COR and the CCAD Security Manager on company letterhead, signed by the Contractor Facility Security Officer (FSO) within 15 days of awarding the contract. An updated listing shall be provided quarterly or when the company or an employee's status or information changes. Electronic equivalents are acceptable. The notification shall include:

a. Name, address, and telephone number of company representatives.

b. Employee's name, last four of social security number, shift.

c. The contract number and contracting agency.

d. The highest level of classified information to which Contractor employees require access.

e. The location(s) of contract performance.

f. The date contract performance begins and terminates.

8. Security Point of Contact: At no cost to the Government, the Contractor shall appoint a senior Contractor employee to serve as an on-site point of contact for any security concerns at the CCAD location. This maybe a full time position or an additional duty position.

9. Security Training:

9.1. All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at https://atlevel1.dtic.mil/at.

9.2. US-based contractor and subcontractor employees who are required to travel overseas in performance of their duties must receive government provided AT awareness training that is specific to the area of responsibility (AOR), as directed by AR 525-13. Specific AOR training content will be directed by the combatant commander and the unit ATO will ensure an applicable AT foreign travel briefing is provided to the contractor.

9.3. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program. This is a locally developed training is provided by CCAD security and will be used to inform employees of the types of suspicious behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than 30 days after training completion.

8.3.1 Contracts with a scope of work that call for the use of CCAD specific information or equipment at off base locations and facilities must develop an OPSEC Standard Operating Procedure (SOP)/Plan within 90 days of contract award which will be reviewed by the CCAD OPSEC Officer for approval IAW AR 530- 1, Operations Security. The SOP/Plan must identify CCAD's critical information, why it needs to be protected, where it is located, who is responsible, and how the contractor intends to protect it. This plan is "For Official Use Only" and must contain appropriate document controls in accordance with AR 25-55, Chapter 4. The plan must be stored in a secure location such as a lockable container and must be properly destroyed when no longer needed in accordance with local CCAD policy CCADR 25-92,Chapter 1, Section 1-6(j).

9.4. IAW AR 530-1, new contractors and associated subcontractors who require a CAC Card and access to the CCAD network must complete Level I OPSEC training within 30 calendar days of reporting for duty and annual OPSEC contractor refresher training, thereafter.

9.5. Threat Awareness Reporting Program Training: Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training presented by a Counterintelligence Special Agent.

10. Pass and Identification Items: The Contractor shall obtain the pass and identification items for employees and Contractor owned vehicles required for contract performance.

11. Retrieving Identification Media: The Contractor shall retrieve all identification media, including vehicle passes from employees who depart for any reason before the contract expires; e.g. terminated for cause, retirement, etc. and surrender to CCAD security through the COR.

12. Weapons, Firearms, and Ammunition: Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned vehicle or privately- owned vehicle while on CCAD.

13. Safeguarding Classified or Sensitive Information: Any material marked as Top Secret, Secret, Confidential, For Official Use Only (FOUO) Freedom of Information Act (FOIA), Privacy Act Information, or any other restrictively marked material discovered by the Contractor or Contractor employees will be surrendered at the earliest opportunity to any military or DoD employee of the installation. Under no circumstances will the Contractor retain such material. The Contractor and all Contractor employees will execute a SF 312, Classified Information Non-Disclosure Agreement or equivalent CCAD Non-Disclosure Agreement as directed or required.

13.1. Classified: Visitor Groups will safeguard classified information IAW DoD 5200.1-R, DoD Information Security Program, AR 380-5, Department of the Army Information Security Program, AR 380- 49, Industrial Security Program, and other directives deemed necessary by the Servicing Security Activity (SSA). The contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with--(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

13.2. Information Systems (IS): All Contractor personnel will protect and restrict access to all documentation (i.e. maps, test and evaluation results, vulnerability assessments, audits, results, or findings) describing operational IS architectures, designs, configurations, vulnerabilities, address listings, or user information.

13.3. FOR OFFICIAL USE ONLY (FOUO): The Contractor shall comply with DoD 5400.7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements and AR 25-55, Chapter III and Chapter IV, The Department of the Army Freedom of Information Act Program. These regulations set forth policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

13.4. Privacy Act: All data associated with this task is covered by the Privacy Act of 1974, Title 5 of the

U.S. Code, Section 552a, DoDD 5400.11, Department of Defense Privacy Program, and applicable CCAD rules and regulations. Violation of the Act may involve the imposition of criminal penalties. Therefore, all Contractor personnel assigned shall take appropriate actions to prevent unauthorized disclosure of Privacy Act information.

13.5. Operations Security (OPSEC): Contractor personnel must protect information that has been designated as critical to the CCAD mission from disclosure. Critical information will only be disseminated on a "need-to- know" basis and not be discussed in public areas such as hallways, bathrooms, eateries, smoke shacks, or any off-base gathering locations. Contractor employees will not pass critical information over unsecured telephones, facsimiles, and/or e-mail outside of the CCAD firewall. All critical/sensitive information being electronically transmitted will be encrypted. Contractor employees will not post critical information on the web, personal "blogs," or where it is visible to visitors or the public. All information, to include photos, web posts, and captions, must be reviewed by the CCAD Public Affairs Officer (PAO) and the CCAD Operations Security Officer prior to public dissemination.

13.6. Proprietary Information: Information and materials developed at CCAD are considered business sensitive and must be protected from unauthorized disclosure. This information is the sole property of CCAD and must not be revealed or used except in contract performance. Distribution is limited to authorized US Government agencies and identified Contractors. Contractor personnel must receive prior authorization from the CCAD Public Affairs Officer (PAO) and the CCAD Operations Security Officer to disseminate CCAD information.

14. Reporting Requirements: Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of personnel, resources, and classified or unclassified defense information. Contractor employees shall be briefed by their immediate supervisor upon initial on-base assignment.

15. Physical Security: The Contractor shall be responsible for safeguarding all Government property and controlled forms provided for Contractor use. At the end of each work period, all Government facilities, equipment, and materials shall be secured.

16. Key Control: The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government.

16.1. The Contractor shall coordinate with security for the receiving of keys needed to access necessary work spaces.

16.2. The Contractor shall immediately report to security, the Quality Assurance Evaluator (QAE), and Program Manager any occurrences of lost or duplicated keys.

16.3. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the contracting officer, to re-key or replace the affected lock or locks at no cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re- keying and deduct the cost of such assistance from payment

due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from payment due the Contractor.

16.4. The contractor shall prohibit the use of any door obstruction and/or the removal of hardware that would prevent a door from securing properly.

16.5. The Contractor shall prohibit the use of keys, issued by the Government, by any persons other than the Contractor's employees and the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of contract work requirements in those areas.

17. Lock Combinations: The Contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The Contractor is not authorized to change lock combinations without written approval by the Government Program Manager. Records with written combinations to authorized secure storage containers, secure storage rooms, or certified vaults, shall be marked and safeguarded at the highest classification level as the classified or sensitive material maintained inside the approved containers or room.

18. Other Responsibilities:

18.1. Traffic Rules and Regulations: All personnel will abide by all traffic and parking rules and regulations. Failure to abide may result in issuance of Government citations.

17.1.2. Permission to park company support vehicles within the perimeters of the job must be approved in advance by the COR and Security. Company support vehicles must have company identification.

17.2. Identification: CCAD requires Contractor personnel wear a Government issued identification badge provided by CCAD, NAS, or their representatives. Safety restrictions may require the pass to be removed while working, but it must be worn in plain view, above the waist, when away from the job site. Failure to do so is a violation of security regulations and may result in disciplinary action.

17.3. Visitors: Contractor personnel must clear all visitors in advance through the COR. This includes Contractor personnel and personal guests. All foreign national visitors will be identified to the appropriate authorities, be based on a legitimate need, and are only allowed at the discretion of the installation commander.

17.4. Photography: All photographic or video equipment must be acquired through the COR who will notify PAO prior to purchase for recommendations and acquisition guidelines. The Property Book Officer will be notified upon receipt of the equipment for inventory and bar tagging. Government purchased photographic and video equipment are accountable items and must be added to a property book account. Under no circumstance will contractors, to include subcontractors, use their own electronic devices to take photographic or video images while at CCAD without prior approval from CCAD's Security Department and/or Public Affairs Office.

17.4.1. Photographs, video, drawings, blueprints, or any other type of rendering or measurements unrelated to contract performance of sensitive areas, such as critical resources, controlled or restricted areas, or other areas deemed sensitive by the Government is strictly prohibited. The Government reserves the right to seize equipment used for unauthorized purposes and the employee and/or Contractor may be debarred from the base, detained, reported and/or remanded to civilian authorities, or have other sanctions placed against them.

17.4.2. Transfer of digitized or electronic photographs, video, drawings, blueprints, or any other type of rendering or measurements must be coordinated/requested through the CCAD information assurance office.

17.5. Weekends /After Duty Hours: Notice of weekend/after duty hours scheduled work must be submitted to Security through the COR. Personnel working weekend or after duty hours must check in and out with Security Building access support to job sites must be arranged with the COR. Keys to areas are obtained by the COR. Requesting areas to be unlocked by personnel other than contract representatives is not authorized.

17.6. Barricades/Construction Areas:

17.6.1. Designating construction areas is Contractor's responsibility and must be coordinated in advance through the COR, Safety, CCAD Fire Marshall, and CCAD Security. Work (construction) areas will be secured at the end of each day. All doors and windows must be closed and locked, and lights and electrical equipment turned off.

17.6.2. All Contractor property locks and keys must be properly secured. The Government is not responsible for personal property left unattended or unsecured.

17.6.3. CCAD Security is to be notified of all emergencies, accidents, disturbances, etc. (as soon after the event as is reasonably possible) or requests for Security related assistance. CCAD Security will make the appropriate calls for proper authorities.

17.6.4. All personnel will abide by all applicable safety procedures and responsibilities. Smoking in areas other than authorized areas located throughout the Depot is prohibited.

17.6.5. Opening or blocking doors, entering non-job related areas without permission or clearance, or removing tools or other Government equipment without proper permission is not permitted. Government buildings and property will not be left unattended and unsecured.

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management.	2024-11		
52.204-16	Commercial and Government Entity Code Reporting.	2020-08		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	2023-09		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	2021-11		

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential

component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that-

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

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

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

(e) Disclosures.

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

(i) For covered equipment-

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors

relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

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.	2021-05

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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)

252.225-7000	Buy American--Balance of Payments Program Certificate.	2024-02

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, 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 paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; 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. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

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

Line Item Number	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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
____	____	____
____	____	____
____	____	____

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(End of provision)

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services.	2021-11		

Evaluation-Commercial Products and Commercial Services (Nov 2021)

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

lowest price_____

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

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

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

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.: 2015-5225

Daniel W. Simms Division of | Revision No.: 30

Director Wage Determinations| Date Of Last Revision: 5/13/2026

_____|_____

_____

State: Texas

Area: Texas Counties of Aransas, Nueces and San Patricio

_____

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 17.06

01012 - Accounting Clerk II 19.15

01013 - Accounting Clerk III 21.42

01020 - Administrative Assistant 30.46

01035 - Court Reporter 20.36

01041 - Customer Service Representative I 15.32

01042 - Customer Service Representative II 16.72

01043 - Customer Service Representative III 18.77

01051 - Data Entry Operator I 14.86

01052 - Data Entry Operator II 16.22

01060 - Dispatcher, Motor Vehicle 21.76

01070 - Document Preparation Clerk 17.62

01090 - Duplicating Machine Operator 17.62

01111 - General Clerk I 15.67

01112 - General Clerk II 17.10

01113 - General Clerk III 19.19

01120 - Housing Referral Assistant 22.70

01141 - Messenger Courier 16.83

01191 - Order Clerk I 15.24

01192 - Order Clerk II 16.63

01261 - Personnel Assistant (Employment) I 18.35

01262 - Personnel Assistant (Employment) II 20.53

01263 - Personnel Assistant (Employment) III 22.89

01270 - Production Control Clerk 30.58

01290 - Rental Clerk 15.48

01300 - Scheduler, Maintenance 18.20

01311 - Secretary I 18.20

01312 - Secretary II 20.36

01313 - Secretary III 22.70

01320 - Service Order Dispatcher 19.45

01410 - Supply Technician 30.46

01420 - Survey Worker 18.26

01460 - Switchboard Operator/Receptionist 14.91

01531 - Travel Clerk I 15.37

01532 - Travel Clerk II 16.89

01533 - Travel Clerk III 19.83

01611 - Word Processor I 16.22

01612 - Word Processor II 18.20

01613 - Word Processor III 20.36

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 22.98

05010 - Automotive Electrician 21.43

05040 - Automotive Glass Installer 20.38

05070 - Automotive Worker 20.38

05110 - Mobile Equipment Servicer 18.21

05130 - Motor Equipment Metal Mechanic 22.40

05160 - Motor Equipment Metal Worker 20.38

05190 - Motor Vehicle Mechanic 22.40

05220 - Motor Vehicle Mechanic Helper 17.06

05250 - Motor Vehicle Upholstery Worker 19.27

05280 - Motor Vehicle Wrecker 20.38

05310 - Painter, Automotive 21.43

05340 - Radiator Repair Specialist 20.38

05370 - Tire Repairer 16.68

05400 - Transmission Repair Specialist 22.40

07000 - Food Preparation And Service Occupations

07010 - Baker 14.53

07041 - Cook I 14.23

07042 - Cook II 15.91

07070 - Dishwasher 12.99

07130 - Food Service Worker 13.55

07210 - Meat Cutter 18.88

07260 - Waiter/Waitress 11.99

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 22.40

09040 - Furniture Handler 14.93

09080 - Furniture Refinisher 22.40

09090 - Furniture Refinisher Helper 17.83

09110 - Furniture Repairer, Minor 20.15

09130 - Upholsterer 22.40

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles 13.48

11060 - Elevator Operator 14.31

11090 - Gardener 21.24

11122 - Housekeeping Aide 14.31

11150 - Janitor 14.31

11210 - Laborer, Grounds Maintenance 16.66

11240 - Maid or Houseman 13.25

11260 - Pruner 14.86

11270 - Tractor Operator 19.89

11330 - Trail Maintenance Worker 16.66

11360 - Window Cleaner 16.05

12000 - Health Occupations

12010 - Ambulance Driver 21.54

12011 - Breath Alcohol Technician 25.15

12012 - Certified Occupational Therapist Assistant 36.45

12015 - Certified Physical Therapist Assistant 35.34

12020 - Dental Assistant 18.33

12025 - Dental Hygienist 43.79

12030 - EKG Technician 30.21

12035 - Electroneurodiagnostic Technologist 30.21

12040 - Emergency Medical Technician 21.54

12071 - Licensed Practical Nurse I 22.48

12072 - Licensed Practical Nurse II 25.15

12073 - Licensed Practical Nurse III 28.03

12100 - Medical Assistant 17.91

12130 - Medical Laboratory Technician 25.10

12160 - Medical Record Clerk 17.01

12190 - Medical Record Technician 19.03

12195 - Medical Transcriptionist 20.53

12210 - Nuclear Medicine Technologist 51.37

12221 - Nursing Assistant I 13.54

12222 - Nursing Assistant II 15.23

12223 - Nursing Assistant III 16.62

12224 - Nursing Assistant IV 18.65

12235 - Optical Dispenser 17.58

12236 - Optical Technician 20.68

12250 - Pharmacy Technician 20.04

12280 - Phlebotomist 17.97

12305 - Radiologic Technologist 33.80

12311 - Registered Nurse I 26.27

12312 - Registered Nurse II 32.13

12313 - Registered Nurse II, Specialist 32.13

12314 - Registered Nurse III 38.87

12315 - Registered Nurse III, Anesthetist 38.87

12316 - Registered Nurse IV 46.60

12317 - Scheduler (Drug and Alcohol Testing) 31.15

12320 - Substance Abuse Treatment Counselor 23.96

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I 24.42

13012 - Exhibits Specialist II 30.26

13013 - Exhibits Specialist III 37.01

13041 - Illustrator I 24.42

13042 - Illustrator II 30.26

13043 - Illustrator III 37.01

13047 - Librarian 33.51

13050 - Library Aide/Clerk 14.01

13054 - Library Information Technology Systems

Administrator 30.26

13058 - Library Technician 17.66

13061 - Media Specialist I 21.84

13062 - Media Specialist II 24.42

13063 - Media Specialist III 27.22

13071 - Photographer I 17.30

13072 - Photographer II 19.37

13073 - Photographer III 23.98

13074 - Photographer IV 29.33

13075 - Photographer V 35.49

13090 - Technical Order Library Clerk 19.04

13110 - Video Teleconference Technician 20.68

14000 - Information Technology Occupations

14041 - Computer Operator I 18.66

14042 - Computer Operator II 20.88

14043 - Computer Operator III 23.25

14044 - Computer Operator IV 25.85

14045 - Computer Operator V 28.63

14071 - Computer Programmer I (see 1) 21.52

14072 - Computer Programmer II (see 1) 26.05

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 18.66

14160 - Personal Computer Support Technician 25.85

14170 - System Support Specialist 29.06

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor

(Non-Rated) 34.05

15020 - Aircrew Training Devices Instructor (Rated) 41.19

15030 - Air Crew Training Devices Instructor

(Pilot) 49.37

15050 - Computer Based Training Specialist /

Instructor 34.05

15060 - Educational Technologist 36.79

15070 - Flight Instructor (Pilot) 49.37

15080 - Graphic Artist 22.41

15085 - Maintenance Test Pilot, Fixed, Jet/Prop 49.37

15086 - Maintenance Test Pilot, Rotary Wing 49.37

15088 - Non-Maintenance Test/Co-Pilot 49.37

15090 - Technical Instructor 21.85

15095 - Technical Instructor/Course Developer 26.72

15110 - Test Proctor 17.64

15120 - Tutor 17.64

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 10.89

16030 - Counter Attendant 10.89

16040 - Dry Cleaner 12.79

16070 - Finisher, Flatwork, Machine 10.89

16090 - Presser, Hand 10.89

16110 - Presser, Machine, Drycleaning 10.89

16130 - Presser, Machine, Shirts 10.89

16160 - Presser, Machine, Wearing Apparel, Laundry 10.89

16190 - Sewing Machine Operator 13.45

16220 - Tailor 14.17

16250 - Washer, Machine 11.42

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 27.16

19040 - Tool And Die Maker 32.15

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 20.09

21030 - Material Coordinator 30.58

21040 - Material Expediter 30.58

21050 - Material Handling Laborer 16.53

21071 - Order Filler 17.43

21080 - Production Line Worker (Food Processing) 20.09

21110 - Shipping Packer 18.04

21130 - Shipping/Receiving Clerk 18.04

21140 - Store Worker I 17.51

21150 - Stock Clerk 24.10

21210 - Tools And Parts Attendant 20.09

21410 - Warehouse Specialist 20.09

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 38.24

23019 - Aircraft Logs and Records Technician 31.55

23021 - Aircraft Mechanic I 36.67

23022 - Aircraft Mechanic II 38.24

23023 - Aircraft Mechanic III 39.84

23040 - Aircraft Mechanic Helper 27.92

23050 - Aircraft, Painter 35.08

23060 - Aircraft Servicer 31.55

23070 - Aircraft Survival Flight Equipment

Technician 35.08

23080 - Aircraft Worker 33.35

23091 - Aircrew Life Support Equipment (ALSE)

Mechanic I 33.35

23092 - Aircrew Life Support Equipment (ALSE)

Mechanic II 36.67

23110 - Appliance Mechanic 27.83

23120 - Bicycle Repairer 23.66

23125 - Cable Splicer 35.85

23130 - Carpenter, Maintenance 23.10

23140 - Carpet Layer 26.46

23160 - Electrician, Maintenance 28.83

23181 - Electronics Technician Maintenance I 34.80

23182 - Electronics Technician Maintenance II 36.61

23183 - Electronics Technician Maintenance III 38.27

23260 - Fabric Worker 25.03

23290 - Fire Alarm System Mechanic 22.44

23310 - Fire Extinguisher Repairer 23.66

23311 - Fuel Distribution System Mechanic 30.48

23312 - Fuel Distribution System Operator 24.78

23370 - General Maintenance Worker 18.05

23380 - Ground Support Equipment Mechanic 36.67

23381 - Ground Support Equipment Servicer 31.55

23382 - Ground Support Equipment Worker 33.35

23391 - Gunsmith I 23.66

23392 - Gunsmith II 26.46

23393 - Gunsmith III 29.10

23410 - Heating, Ventilation And Air-Conditioning

Mechanic 24.33

23411 - Heating, Ventilation And Air Contidioning

Mechanic (Research Facility) 25.37

23430 - Heavy Equipment Mechanic 29.54

23440 - Heavy Equipment Operator 23.71

23460 - Instrument Mechanic 33.49

23465 - Laboratory/Shelter Mechanic 27.83

23470 - Laborer 16.53

23510 - Locksmith 27.83

23530 - Machinery Maintenance Mechanic 30.10

23550 - Machinist, Maintenance 33.20

23580 - Maintenance Trades Helper 16.02

23591 - Metrology Technician I 33.49

23592 - Metrology Technician II 34.93

23593 - Metrology Technician III 36.39

23640 - Millwright 28.40

23710 - Office Appliance Repairer 21.04

23760 - Painter, Maintenance 20.81

23790 - Pipefitter, Maintenance 30.60

23810 - Plumber, Maintenance 29.27

23820 - Pneudraulic Systems Mechanic 29.10

23850 - Rigger 27.47

23870 - Scale Mechanic 26.46

23890 - Sheet-Metal Worker, Maintenance 30.93

23910 - Small Engine Mechanic 22.88

23931 - Telecommunications Mechanic I 28.29

23932 - Telecommunications Mechanic II 29.50

23950 - Telephone Lineman 36.42

23960 - Welder, Combination, Maintenance 27.85

23965 - Well Driller 29.10

23970 - Woodcraft Worker 29.10

23980 - Woodworker 23.66

24000 - Personal Needs Occupations

24550 - Case Manager 19.58

24570 - Child Care Attendant 12.56

24580 - Child Care Center Clerk 15.68

24610 - Chore Aide 11.08

24620 - Family Readiness And Support Services

Coordinator 19.58

24630 - Homemaker 19.58

25000 - Plant And System Operations Occupations

25010 - Boiler Tender 27.09

25040 - Sewage Plant Operator 24.60

25070 - Stationary Engineer 27.09

25190 - Ventilation Equipment Tender 20.63

25210 - Water Treatment Plant Operator 24.60

27000 - Protective Service Occupations

27004 - Alarm Monitor 21.16

27007 - Baggage Inspector 15.99

27008 - Corrections Officer 23.57

27010 - Court Security Officer 24.35

27030 - Detection Dog Handler 17.89

27040 - Detention Officer 23.57

27070 - Firefighter 29.98

27101 - Guard I 15.99

27102 - Guard II 17.89

27131 - Police Officer I 31.33

27132 - Police Officer II 34.82

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 16.72

28042 - Carnival Equipment Repairer 17.86

28043 - Carnival Worker 12.52

28210 - Gate Attendant/Gate Tender 17.96

28310 - Lifeguard 13.66

28350 - Park Attendant (Aide) 20.10

28510 - Recreation Aide/Health Facility Attendant 14.67

28515 - Recreation Specialist 24.90

28630 - Sports Official 16.02

28690 - Swimming Pool Operator 19.98

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer 33.30

29020 - Hatch Tender 33.30

29030 - Line Handler 33.30

29041 - Stevedore I 31.51

29042 - Stevedore II 35.03

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center

(HFO) (see 2) 46.29

30011 - Air Traffic Control Specialist, Station

(HFO) (see 2) 31.93

30012 - Air Traffic Control Specialist, Terminal

(HFO) (see 2) 35.15

30021 - Archeological Technician I 19.73

30022 - Archeological Technician II 22.07

30023 - Archeological Technician III 27.35

30030 - Cartographic Technician 27.35

30040 - Civil Engineering Technician 24.98

30051 - Cryogenic Technician I 30.28

30052 - Cryogenic Technician II 33.44

30061 - Drafter/CAD Operator I 19.73

30062 - Drafter/CAD Operator II 22.07

30063 - Drafter/CAD Operator III 24.60

30064 - Drafter/CAD Operator IV 30.28

30081 - Engineering Technician I 16.73

30082 - Engineering Technician II 18.77

30083 - Engineering Technician III 21.00

30084 - Engineering Technician IV 26.01

30085 - Engineering Technician V 31.81

30086 - Engineering Technician VI 38.49

30090 - Environmental Technician 22.96

30095 - Evidence Control Specialist 27.35

30210 - Laboratory Technician 36.49

30221 - Latent Fingerprint Technician I 24.05

30222 - Latent Fingerprint Technician II 26.53

30240 - Mathematical Technician 27.35

30361 - Paralegal/Legal Assistant I 20.98

30362 - Paralegal/Legal Assistant II 26.00

30363 - Paralegal/Legal Assistant III 31.80

30364 - Paralegal/Legal Assistant IV 38.47

30375 - Petroleum Supply Specialist 33.44

30390 - Photo-Optics Technician 27.35

30395 - Radiation Control Technician 33.44

30461 - Technical Writer I 27.35

30462 - Technical Writer II 33.44

30463 - Technical Writer III 40.46

30491 - Unexploded Ordnance (UXO) Technician I 29.42

30492 - Unexploded Ordnance (UXO) Technician II 35.60

30493 - Unexploded Ordnance (UXO) Technician III 42.67

30494 - Unexploded (UXO) Safety Escort 29.42

30495 - Unexploded (UXO) Sweep Personnel 29.42

30501 - Weather Forecaster I 30.28

30502 - Weather Forecaster II 36.83

30620 - Weather Observer, Combined Upper Air Or

Surface Programs (see 2) 24.60

30621 - Weather Observer, Senior (see 2) 27.35

31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot 35.60

31020 - Bus Aide 15.68

31030 - Bus Driver 21.11

31043 - Driver Courier 18.17

31260 - Parking and Lot Attendant 14.67

31290 - Shuttle Bus Driver 16.29

31310 - Taxi Driver 13.23

31361 - Truckdriver, Light 19.41

31362 - Truckdriver, Medium 20.54

31363 - Truckdriver, Heavy 23.52

31364 - Truckdriver, Tractor-Trailer 23.52

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist 17.36

99030 - Cashier 13.11

99050 - Desk Clerk 13.45

99095 - Embalmer 29.42

99130 - Flight Follower 29.42

99251 - Laboratory Animal Caretaker I 13.77

99252 - Laboratory Animal Caretaker II 14.71

99260 - Marketing Analyst 32.78

99310 - Mortician 29.42

99410 - Pest Controller 18.01

99510 - Photofinishing Worker 15.46

99710 - Recycling Laborer 21.97

99711 - Recycling Specialist 26.06

99730 - Refuse Collector 19.58

99810 - Sales Clerk 13.78

99820 - School Crossing Guard 15.00

99830 - Survey Party Chief 27.71

99831 - Surveying Aide 18.62

99832 - Surveying Technician 22.92

99840 - Vending Machine Attendant 25.09

99841 - Vending Machine Repairer 29.47

99842 - Vending Machine Repairer Helper 25.09

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 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; and 3 weeks after 8 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"""""Service Contract Act Directory of Occupations""""", Fifth Edition (Revision 1),

dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard

Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor

prior to the performance of contract work by such unlisted class(es) of employees

(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final

determination of conformed classification, wage rate, and/or fringe benefits which

shall be paid to all employees performing in the classification from the first day

of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested

parties and/or fully determined by the Wage and Hour Division retroactive to the

date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

*** END OF NARRATIVE ***

Offeror Representations and Certifications - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services.	2025-10		

Offeror Representations and Certifications-Commercial Products and Commercial Services (Oct 2025)

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

(a) Definitions. As used in this provision-

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

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

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

Sensitive technology-

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

(i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

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

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

veterans.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

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

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

(b)

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

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

standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

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

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

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

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

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

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

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

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

(3) SDVOSB 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 that it [ ] is, [ ] is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) 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 124.1001.

(6) 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.

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

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) 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.

(10) 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:_____

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone

residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

_____
_____
_____
[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

Korean End Products or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
____	____
____	____

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

(i) [ ]

(ii) [ ]

(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) [ ] 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) [ ] 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that-

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ ]TIN: ____.

[ ]TIN has been applied for.

[ ]TIN is not required because:

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

class="p">

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

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

(4) Type of organization.

[ ]Sole proprietorship;

[ ]Partnership;

[ ]Corporate entity (not tax-exempt);

[ ]Corporate entity (tax-exempt);

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

[ ]Foreign government;

[ ]International organization per 26 CFR1.6049-4;

[ ]Other ____.

(5) Common parent.

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

[ ]Name and TIN of common parent:

Name ____.

TIN ____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name:____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or

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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services. (Alternate I)	2025-10	Alternate I	2024-02

Alternate I (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

[ ] Black American.

[ ] Hispanic American.

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

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

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

[ ] Individual/concern, other than one of the preceding.

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-17	Ownership or Control of Offeror.	2020-08		

Ownership or Control of Offeror (Aug 2020)

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code means-

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

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

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) 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.

(d) If the Offeror indicates "yes" in paragraph (c) 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)

(End of provision)

52.204-26	Covered Telecommunications Equipment or Services-Representation.	2020-10

Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services"

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

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

(c)

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

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

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

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

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in

a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

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. 701(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) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. 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. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents

that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(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 provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov_____

(End of provision)