REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF PAGES 34

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
140FS126Q0119	06/24/2026	0044045337		

5a. ISSUED BY
FWS SAT 1
FWS, SAT Team 1
5275 Leesburg Pike
Falls Church VA 22041

6. DELIVER BY *(Date)*
09/28/2029

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Kathryn Coltran	303	236-4324

9. DESTINATION
a. NAME OF CONSIGNEE
FWS COLUMBIA RIV FSHRS PRGM OFC

8. TO:

a. NAME

b. COMPANY

b. STREET ADDRESS
1211 SE CARDINAL COURT SUITE 100

c. STREET ADDRESS

c. CITY
VANCOUVER

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
			WA	98683-9684

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
06/30/2026 1700 ED

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	WA FWS COLUMBIA RIV FSHRS PRGM OFC PPR2110004-LR 1 See attachments for statement of work, budget, and position description Tech POC: Beth Gerry beth_gerry@fws.gov (360) 604-2500 Alt POC: Scott Covington scott_covington@fws.gov (360) 604-2500 Contract POC Kathy Coltran kathryn_coltran@ios.doi.gov				
00010	Experienced Services Program Delivery: 09/28/2029				
	Continued...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

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STANDARD FORM 18 (REV. 6/1995)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/08/2026 to 09/28/2029				

FWS ESP Statement of Work

General Information

Region/Office/Program: Columbia River Fish and Wildlife Conservation C

Partner NGO Selected: (●) *NEWSolutions* ( ) CWI

Project Information

Type of ESP Project: ( ) *Final Product/Achievement Anticipated* (●) *Continuous Need/No Final Product Anticipated**

Position Title/Project: Budget Analyst

Name of Monitor: Beth Gerry

Project Period of work: from: 2/1/2026 to: 2/1/2031

(●) I have funds available and can certify that they will not expire before the end of my ESP project period.

Scope of Work

The scope of work summarizes the work to be performed by the positions, highlighting the work accomplishments. Include measurable goals to be accomplished to the degree possible. Could include multiple positions.

Work to be accomplished:

Initiates and processes orders for supplies, labor, and equipment. Prepare paperwork for awards, purchases, delivery of goods, and contracts. Receive reports, bills of lading and invoices.

Ensures availability of funds, verifies charges, assesses accuracy of invoices and acquires authorization for all purchases. Advises vendors on government purchase regulations

Benchmarks/measurable goals:

Timely processing of PPRs to support the needs of the fish marking crew.

How work will be assigned and monitored (e.g. weekly review meeting, shared document with updates, etc.):

Administrative Officer will assign and oversee work to be completed in a weekly meeting.

General statement about how Monitor will maintain a record of work and accomplishments (e.g. keeping an email record, inputting accomplishments into a document and saving in the project file, etc.):

Saved document recording accomplishments

Project Monitor Signature

ESP National Coordinator Signature

After it is signed by the National Coordinator, this form may not be altered in any way.

NEW Solutions Experienced Services Program (ESP) Position Description
Agreement Number: Click or tap here to enter text.

POSITION INFORMATION

Position Title: Budget Analyst	Hourly Wage: $ 50.00
Position Level: 4	Authorized Hours/Week: 20
Note: 60+ authorized hours/pay period will result in eligibility for health insurance, budgeted within the Cost Estimate	

Primary Location the Enrollee Will Support:	**Work Structure (select all that apply):**
Division/Office Name: Columbia River Fish and Wildlife Conservation Office Office Address: 1211 SE Cardinal Ct. St.100 Vancouver WA 98683 Office Phone: 360-604-2500	☐ Agency Location 100% **Monitors still deciding the work structure** ☐ Home 100%. Note any geographic residency requirement: Click or tap here to enter text. ☐ Other single location 100% (other than Agency Location or Home). Provide other location address: Click or tap here to enter text. ☐ Hybrid (Enrollee will work in multiple locations, can include home) Will the enrollee work from home 50% or more? ☐ YES ☐ NO Describe the nature of the hybrid work structure. Include any geographic residency requirement; days in office/home; other location addresses (other than primary Agency location or Home): Click or tap here to enter text.

I. MONITORS

Monitor 1 Full Name Beth Gerry **Monitor Preferred Name** Beth **Title** Administrative Officer **Office Name** Columbia River Fish and Wildlife Office **Office Address (Street, City, State, Zip)** 1211 SE Cardinal Ct Unit 100 Vancouver, WA 98683 **Work Phone** 360-604-2500 **Work Mobile Number** N/A **Email Address** beth_gerry@fws.gov	**Monitor 2 Full Name** Scott Covington **Monitor Preferred Name** Scott **Title** Program Lead **Office Name** Columbia River Fish and Wildlife Office **Office Address (Street, City, State, Zip)** 1211 SE Cardinal Ct Unit 100 Vancouver, WA 98683 **Work Phone** 360-604-2500 **Work Mobile Number** N/A **Email Address** scott_covington@fws.gov

II. POSITION DUTIES AND RESPONSIBILITIES

Optional Statement for Recruitment: Overview of agency office that the position is supporting (brief, one or two sentence description of mission, customers, etc. to be used in job posting):

To assist in determining the status of imperiled natural fish stocks, and prevent future listings. To provide for

science-based management of aquatic resources.

General Functions (Brief, one or two sentence description to be used in job posting):
Purchasing and acquisitions of field equipment, fish marking tags and supplies, follow up and follow through on PPRs, Pos, BPAs, and IPP approval to vendor payment.

Position Duties & Responsibilities (Position duties must not include inherently governmental functions):

(List position duties and responsibilities in descending order of importance with approximate percentage of time devoted to each major duty.)

POSITION DUTIES/RESPONSIBILITIES	PERCENTAGE (should equal 100%)
Enter PPRs into mySupport for contracts and acquisitions	20
Follow up with contracting on the PPR becoming a PR	20
Approving the award in IPP and prompting for an invoice against it	20
Approving the invoice in IPP	20
Ensures payout to the vendor	20
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Pre-Appointment/Background Screening (conducted by agency)
Is a background screening required for this position? ☒ YES ☐ NO
If "YES", can the enrollee begin work prior to gaining clearance? Click or tap here to enter text.

III. QUALIFICATIONS

A. Preferred Educational Requirements ☐ Ph.D ☐ J.D. ☐ MA/MS ☐ BA/BS ☐ AA ☒ HS Diploma or Equivalent
Area of study: Click or tap here to enter text.

B. Work Experience *in Addition to* Minimum Education Requirements (if applicable):
Minimum of: 5 years of experience in**: FBMS, MySupport, Excel, Microsoft Office Suite**

C. Work Experience and Training *as Substitutes for* Minimum Education Requirements (if applicable):
Minimum of: N/A years of experience in: Click or tap here to enter text.
Previously completed training in: Click or tap here to enter text.

D. Required Certifications (please list if applicable):
N/A

E. Special Skills, Licenses, and Professional Experience (if applicable):
MySupport, JAO, FBMS, Microsoft Office

IV. OPERATIONAL SKILLS

A. Computer Operating Systems: ☒ Windows ☐ Apple ☐ Other (specify):

Common Software: ☒ MS Word ☒ MS Excel ☐ MS Access ☐ PowerPoint ☒ MS Teams ☒ MS Outlook ☒ MS SharePoint ☒ Adobe Acrobat ☐ Other Software (specify): Click or tap her to enter text.

B. Agency-Specific Software: Click or tap here to enter text.

V. TRAINING

A. Does this position require ongoing training as mandated by law? ☐ YES ☒ NO
If "YES", please describe the training: Click or tap here to enter text.

B. Will the agency provide training on agency-specific/internal software? ☒ YES ☐ NO
If "YES", please describe the types of software: **FBMS if needed for access**

VI. TRAVEL

A. Does this position require travel (day or overnight)? ☐ YES ☒ NO **If "YES", fill out Travel Attachment below.**

VII. SAFETY REQUIREMENTS

A. Required Safety Training for Field Activities

Do the tasks described in Section II (Position Duties) have activities which have health and safety considerations? ☐ YES ☒ NO

If "YES", describe training that is required and describe how training requirements will be satisfied: Click or tap here to enter text.

B. Safety Equipment Required

Will safety equipment be required for the ESP Enrollee to safely perform the responsibilities of this role? ☐ YES ☒ NO

If "YES", please specify the conditions under which the equipment will be used: Click or tap here to enter text.

VIII. PHYSICAL REQUIREMENTS

Describe physical requirements (e.g., office job, lifting requirements, outdoor activities). Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position. Desk work, sitting or standing at a computer for extended periods of time. No lifting required.

IX. POSITION CERTIFICATION

(Please note that this job description will remain effective for the entirety of this project. Should there need to be any changes, please contact NEW Solutions.)

Monitor Name: *Beth Gerry* Title: Administrative Officer Date: 1/21/2026

Travel Attachment

I. GENERAL

A. Does this position require overnight travel? ☐ YES ☒ NO
If "YES", how often (indicate frequency and duration): Click or tap here to enter text.

B. Does this position require non-overnight travel? ☐ YES ☒ NO
If "YES", how often (indicate frequency and duration): Click or tap here to enter text.

C. Does this position involve international travel? ☐ YES ☒ NO
If "YES", please specify approximate travel date, location, duration, and work to be performed internationally: Click or tap here to enter text.
Note: At this time, international travel can only be handled through agency invitational travel

II. TRANSPORTATION

A. Is travel by air anticipated? ☐ YES ☒ NO

If "YES", how often (indicate frequency and duration): Click or tap here to enter text.

B. Will this position require driving a vehicle as part of the enrollment responsibilities? ☐ YES ☒ NO

If "YES", what kind(s)? ☐POV ☐GOV ☐Rental Vehicle

How often? Click or tap here to enter text.

C. Will the enrollee transport materials or equipment? ☐ YES ☒ NO
If "YES", please specify: Click or tap here to enter text.

D. If the enrollee is transporting people, please describe who and for what purpose (e.g., other enrollees, volunteers, federal employees, etc.): Click or tap here to enter text.

E. If the enrollee will be authorized to drive a Government-Owned Vehicle (GOV), please complete the following:
   1. Type of GOV:
      ☐ Car ☐ Truck ☐ Boat ☐ Airplane ☐ Motorcycle ☐ Heavy equipment, specify: Click or tap here to enter text. ☐ Other Click or tap here to enter text.
   2. Is any training or additional licensure required for the operation of the GOV? ☐ YES ☐ NO If yes, please specify: Click or tap here to enter text.
   3. Will the enrollee take the GOV home overnight, or have continuous use of the GOV for an extended period of time? ☐ YES ☒ NO

Please note: enrollees must not transport children or youth below age 18.

ESP Compliance Certificate

Type of Action ■ New Award ☐ Amend Award ☐ Closeout

USFWS Region/Program Region 1 Columbia River Fish and Wildlife Conservation Office

Partner Organization New Solutions

Project Award Number, if known N/A

ESP Project Monitor Beth Gerry

Enrollee Position Title Administrative Officer

Position Location (City/State) Vancouver, WA

The FWS Experienced Services Program (ESP) Compliance Certification is used to document the Service's compliance with the requirements outlined in statutory authority for the ESP, found each year in annual Interior appropriations acts, and all other, applicable laws and policies. A program employee with the necessary authority must complete and sign the compliance certification statement below that acknowledges their approval to commit funds for ESP positions, and certifies full compliance with relevant laws and policies.

The signed certification statement assures that the following requirements are met:

1. **Requirements of Authorizing Statute**

   ■ The position description and statement of work with the partner organization will not fund duties that will:

   ■ Result in the displacement of individuals employed by the Department, including partial displacement through reduction of non-overtime hours, wages, or employment benefits; or

   ■ Result in the use of individuals under the ESP for a job or function in a case in which a Federal employee is in a layoff status from the same or substantially equivalent job or function with the Department; or

   ■ Affect existing contracts for services.

2. **Prohibition on performance of inherently governmental roles.**

   ⬓ The requested enrollee will not be carrying out inherently governmental functions as defined in OMB Circular A-76.

3. **This item is required only for amendments to existing task agreements**

   I affirm that the enrollee has made satisfactory progress on the project described in the approved scope of work for this agreement.

   ☐ Yes ☒ Not applicable

4. **I have read and understand the document entitled "USFWS Experienced Services Program Monitor Responsibilities."** ☒

Each position/statement of work funded must maintain this certification statement within their official ESP task agreement files and provide a copy to the ESP Coordinator. The certification may be provided to the selected partner organization if requested. New certification is required when funds are added to an ESP agreement or significant deviations from the approved scope of work or period of performance are proposed.

By signing below, I affirm that I have reviewed the proposed agreement action and approve of the proposed action for this award in accordance with all applicable laws, regulations, and policies.

_____

Signature

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5563
Revision No.: 28
Date Of Last Revision: 5/13/2026

Daniel W. Simms
Director

Division of
Wage Determinations

State: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah,
Washington and Yamhill

Washington Counties of Clark and Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		20.31
01012 - Accounting Clerk II		22.80
01013 - Accounting Clerk III		25.50
01020 - Administrative Assistant		36.04
01035 - Court Reporter		23.43
01041 - Customer Service Representative I		18.56
01042 - Customer Service Representative II		20.25
01043 - Customer Service Representative III		22.73
01051 - Data Entry Operator I		20.32
01052 - Data Entry Operator II		22.18
01060 - Dispatcher, Motor Vehicle		25.02
01070 - Document Preparation Clerk		20.04
01090 - Duplicating Machine Operator		20.04
01111 - General Clerk I		19.72
01112 - General Clerk II		21.52
01113 - General Clerk III		24.15
01120 - Housing Referral Assistant		26.13
01141 - Messenger Courier		21.48
01191 - Order Clerk I		21.58
01192 - Order Clerk II		23.55
01261 - Personnel Assistant (Employment) I		20.20
01262 - Personnel Assistant (Employment) II		22.60
01263 - Personnel Assistant (Employment) III		25.20
01270 - Production Control Clerk		28.57
01290 - Rental Clerk		21.68
01300 - Scheduler, Maintenance		20.96
01311 - Secretary I		20.96
01312 - Secretary II		23.43
01313 - Secretary III		26.13
01320 - Service Order Dispatcher		22.37
01410 - Supply Technician		36.04
01420 - Survey Worker		25.02
01460 - Switchboard Operator/Receptionist		20.23
01531 - Travel Clerk I		19.79
01532 - Travel Clerk II		22.22
01533 - Travel Clerk III		24.85
01611 - Word Processor I		19.08
01612 - Word Processor II		21.42
01613 - Word Processor III		23.97
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.89
05010 - Automotive Electrician		27.03
05040 - Automotive Glass Installer		25.43
05070 - Automotive Worker		25.43
05110 - Mobile Equipment Servicer		22.39
05130 - Motor Equipment Metal Mechanic		28.56
05160 - Motor Equipment Metal Worker		25.43
05190 - Motor Vehicle Mechanic		28.56
05220 - Motor Vehicle Mechanic Helper		20.84
05250 - Motor Vehicle Upholstery Worker		23.95
05280 - Motor Vehicle Wrecker		25.43
05310 - Painter, Automotive		27.03
05340 - Radiator Repair Specialist		25.43
05370 - Tire Repairer		22.04
05400 - Transmission Repair Specialist		28.56

07000 - Food Preparation And Service Occupations
07010 - Baker 18.41
07041 - Cook I 21.52
07042 - Cook II 24.44
07070 - Dishwasher 17.24
07130 - Food Service Worker 17.92
07210 - Meat Cutter 23.51
07260 - Waiter/Waitress 17.23

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 23.72
09040 - Furniture Handler 13.19
09080 - Furniture Refinisher 20.19
09090 - Furniture Refinisher Helper 15.57
09110 - Furniture Repairer, Minor 17.88
09130 - Upholsterer 20.91

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 18.59
11060 - Elevator Operator 18.35
11090 - Gardener 27.50
11122 - Housekeeping Aide 18.35
11150 - Janitor 18.35
11210 - Laborer, Grounds Maintenance 21.69
11240 - Maid or Houseman 18.38
11260 - Pruner 19.81
11270 - Tractor Operator 25.60
11330 - Trail Maintenance Worker 21.69
11360 - Window Cleaner 20.09

12000 - Health Occupations
12010 - Ambulance Driver 24.16
12011 - Breath Alcohol Technician 34.02
12012 - Certified Occupational Therapist Assistant 36.91
12015 - Certified Physical Therapist Assistant 34.08
12020 - Dental Assistant 28.50
12025 - Dental Hygienist 57.19
12030 - EKG Technician 41.85
12035 - Electroneurodiagnostic Technologist 41.85
12040 - Emergency Medical Technician 24.16
12071 - Licensed Practical Nurse I 30.42
12072 - Licensed Practical Nurse II 34.02
12073 - Licensed Practical Nurse III 37.92
12100 - Medical Assistant 25.02
12130 - Medical Laboratory Technician 37.58
12160 - Medical Record Clerk 26.54
12190 - Medical Record Technician 29.69
12195 - Medical Transcriptionist 19.98
12210 - Nuclear Medicine Technologist 55.43
12221 - Nursing Assistant I 16.93
12222 - Nursing Assistant II 19.05
12223 - Nursing Assistant III 20.79
12224 - Nursing Assistant IV 23.33
12235 - Optical Dispenser 28.09
12236 - Optical Technician 21.33
12250 - Pharmacy Technician 26.32
12280 - Phlebotomist 23.44
12305 - Radiologic Technologist 49.21
12311 - Registered Nurse I 34.68
12312 - Registered Nurse II 42.42
12313 - Registered Nurse II, Specialist 42.42
12314 - Registered Nurse III 51.32
12315 - Registered Nurse III, Anesthetist 51.32
12316 - Registered Nurse IV 61.53
12317 - Scheduler (Drug and Alcohol Testing) 42.14
12320 - Substance Abuse Treatment Counselor 32.92

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 27.80
13012 - Exhibits Specialist II 34.45
13013 - Exhibits Specialist III 42.14
13041 - Illustrator I 23.43
13042 - Illustrator II 29.03
13043 - Illustrator III 35.51
13047 - Librarian 38.15
13050 - Library Aide/Clerk 22.63
13054 - Library Information Technology Systems Administrator 34.45
13058 - Library Technician 24.74
13061 - Media Specialist I 24.86
13062 - Media Specialist II 27.80
13063 - Media Specialist III 31.01
13071 - Photographer I 19.51
13072 - Photographer II 21.84
13073 - Photographer III 27.05
13074 - Photographer IV 33.09
13075 - Photographer V 40.03
13090 - Technical Order Library Clerk 28.41
13110 - Video Teleconference Technician 27.30

14000 - Information Technology Occupations
14041 - Computer Operator I 23.27
14042 - Computer Operator II 26.03
14043 - Computer Operator III 29.02
14044 - Computer Operator IV 32.24
14045 - Computer Operator V 35.71
14071 - Computer Programmer I (see 1)

14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 23.27
14160 - Personal Computer Support Technician 32.24
14170 - System Support Specialist 35.71

15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor
(Non-Rated) 40.53
15020 - Aircrew Training Devices Instructor (Rated) 49.04
15030 - Air Crew Training Devices Instructor
(Pilot) 58.80
15050 - Computer Based Training Specialist /
Instructor 40.53
15060 - Educational Technologist 43.19
15070 - Flight Instructor (Pilot) 58.80
15080 - Graphic Artist 33.03
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 58.80
15086 - Maintenance Test Pilot, Rotary Wing 58.80
15088 - Non-Maintenance Test/Co-Pilot 58.80
15090 - Technical Instructor 27.57
15095 - Technical Instructor/Course Developer 33.72
15110 - Test Proctor 22.26
15120 - Tutor 22.26

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 18.97
16030 - Counter Attendant 18.97
16040 - Dry Cleaner 21.69
16070 - Finisher, Flatwork, Machine 18.97
16090 - Presser, Hand 18.97
16110 - Presser, Machine, Drycleaning 18.97
16130 - Presser, Machine, Shirts 18.97
16160 - Presser, Machine, Wearing Apparel, Laundry 18.97
16190 - Sewing Machine Operator 22.60
16220 - Tailor 23.49
16250 - Washer, Machine 19.88

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 30.31
19040 - Tool And Die Maker 36.86

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 24.74
21030 - Material Coordinator 28.57
21040 - Material Expediter 28.57
21050 - Material Handling Laborer 21.90
21071 - Order Filler 20.77
21080 - Production Line Worker (Food Processing) 24.74
21110 - Shipping Packer 22.52
21130 - Shipping/Receiving Clerk 22.52
21140 - Store Worker I 17.63
21150 - Stock Clerk 22.62
21210 - Tools And Parts Attendant 24.74
21410 - Warehouse Specialist 24.74

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 42.03
23019 - Aircraft Logs and Records Technician 33.43
23021 - Aircraft Mechanic I 39.87
23022 - Aircraft Mechanic II 42.03
23023 - Aircraft Mechanic III 44.16
23040 - Aircraft Mechanic Helper 29.10
23050 - Aircraft, Painter 37.73
23060 - Aircraft Servicer 33.43
23070 - Aircraft Survival Flight Equipment
Technician 37.73
23080 - Aircraft Worker 35.50
23091 - Aircrew Life Support Equipment (ALSE)
Mechanic I 35.50
23092 - Aircrew Life Support Equipment (ALSE)
Mechanic II 39.87
23110 - Appliance Mechanic 24.41
23120 - Bicycle Repairer 22.13
23125 - Cable Splicer 60.18
23130 - Carpenter, Maintenance 31.64
23140 - Carpet Layer 26.51
23160 - Electrician, Maintenance 49.07
23181 - Electronics Technician Maintenance I 38.17
23182 - Electronics Technician Maintenance II 40.57
23183 - Electronics Technician Maintenance III 42.86
23260 - Fabric Worker 30.15
23290 - Fire Alarm System Mechanic 37.56
23310 - Fire Extinguisher Repairer 30.48
23311 - Fuel Distribution System Mechanic 43.00
23312 - Fuel Distribution System Operator 33.72
23370 - General Maintenance Worker 26.25
23380 - Ground Support Equipment Mechanic 39.87
23381 - Ground Support Equipment Servicer 33.43
23382 - Ground Support Equipment Worker 35.50
23391 - Gunsmith I 30.48
23392 - Gunsmith II 34.62
23393 - Gunsmith III 38.88
23410 - Heating, Ventilation And Air-Conditioning

Mechanic		30.91
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		32.58
23430 - Heavy Equipment Mechanic		36.63
23440 - Heavy Equipment Operator		36.92
23460 - Instrument Mechanic		36.77
23465 - Laboratory/Shelter Mechanic		36.80
23470 - Laborer		21.90
23510 - Locksmith		23.70
23530 - Machinery Maintenance Mechanic		35.30
23550 - Machinist, Maintenance		29.98
23580 - Maintenance Trades Helper		20.17
23591 - Metrology Technician I		36.77
23592 - Metrology Technician II		38.75
23593 - Metrology Technician III		40.73
23640 - Millwright		37.00
23710 - Office Appliance Repairer		23.34
23760 - Painter, Maintenance		24.81
23790 - Pipefitter, Maintenance		46.19
23810 - Plumber, Maintenance		43.70
23820 - Pneudraulic Systems Mechanic		38.88
23850 - Rigger		39.27
23870 - Scale Mechanic		34.62
23890 - Sheet-Metal Worker, Maintenance		37.64
23910 - Small Engine Mechanic		24.86
23931 - Telecommunications Mechanic I		33.96
23932 - Telecommunications Mechanic II		35.80
23950 - Telephone Lineman		35.31
23960 - Welder, Combination, Maintenance		29.30
23965 - Well Driller		34.00
23970 - Woodcraft Worker		38.88
23980 - Woodworker		30.48
24000 - Personal Needs Occupations		
24550 - Case Manager		24.21
24570 - Child Care Attendant		18.05
24580 - Child Care Center Clerk		22.50
24610 - Chore Aide		19.59
24620 - Family Readiness And Support Services Coordinator		24.21
24630 - Homemaker		24.21
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		39.40
25040 - Sewage Plant Operator		38.29
25070 - Stationary Engineer		39.40
25190 - Ventilation Equipment Tender		28.75
25210 - Water Treatment Plant Operator		38.29
27000 - Protective Service Occupations		
27004 - Alarm Monitor		37.64
27007 - Baggage Inspector		19.32
27008 - Corrections Officer		42.11
27010 - Court Security Officer		41.56
27030 - Detection Dog Handler		21.61
27040 - Detention Officer		42.11
27070 - Firefighter		41.34
27101 - Guard I		19.32
27102 - Guard II		21.61
27131 - Police Officer I		41.99
27132 - Police Officer II		46.67
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		21.35
28042 - Carnival Equipment Repairer		22.93
28043 - Carnival Worker		16.52
28210 - Gate Attendant/Gate Tender		23.90
28310 - Lifeguard		17.26
28350 - Park Attendant (Aide)		26.73
28510 - Recreation Aide/Health Facility Attendant		19.52
28515 - Recreation Specialist		33.13
28630 - Sports Official		21.30
28690 - Swimming Pool Operator		26.05
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		43.10
29020 - Hatch Tender		43.10
29030 - Line Handler		43.10
29041 - Stevedore I		40.57
29042 - Stevedore II		45.80
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	49.64
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	34.23
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	37.70
30021 - Archeological Technician I		21.45
30022 - Archeological Technician II		24.00
30023 - Archeological Technician III		29.72
30030 - Cartographic Technician		29.72
30040 - Civil Engineering Technician		40.98
30051 - Cryogenic Technician I		32.92
30052 - Cryogenic Technician II		36.35
30061 - Drafter/CAD Operator I		21.45
30062 - Drafter/CAD Operator II		24.00
30063 - Drafter/CAD Operator III		26.74

30064 - Drafter/CAD Operator IV		32.92
30081 - Engineering Technician I		19.59
30082 - Engineering Technician II		21.98
30083 - Engineering Technician III		24.59
30084 - Engineering Technician IV		30.46
30085 - Engineering Technician V		37.25
30086 - Engineering Technician VI		45.07
30090 - Environmental Technician		30.04
30095 - Evidence Control Specialist		29.72
30210 - Laboratory Technician		24.83
30221 - Latent Fingerprint Technician I		39.76
30222 - Latent Fingerprint Technician II		43.92
30240 - Mathematical Technician		34.29
30361 - Paralegal/Legal Assistant I		23.63
30362 - Paralegal/Legal Assistant II		29.27
30363 - Paralegal/Legal Assistant III		35.80
30364 - Paralegal/Legal Assistant IV		43.31
30375 - Petroleum Supply Specialist		36.35
30390 - Photo-Optics Technician		29.72
30395 - Radiation Control Technician		36.35
30461 - Technical Writer I		28.62
30462 - Technical Writer II		35.01
30463 - Technical Writer III		42.35
30491 - Unexploded Ordnance (UXO) Technician I		31.55
30492 - Unexploded Ordnance (UXO) Technician II		38.17
30493 - Unexploded Ordnance (UXO) Technician III		45.75
30494 - Unexploded (UXO) Safety Escort		31.55
30495 - Unexploded (UXO) Sweep Personnel		31.55
30501 - Weather Forecaster I		32.92
30502 - Weather Forecaster II		40.04
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	26.74
30621 - Weather Observer, Senior	(see 2)	29.72
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		38.17
31020 - Bus Aide		24.19
31030 - Bus Driver		32.80
31043 - Driver Courier		20.86
31260 - Parking and Lot Attendant		18.84
31290 - Shuttle Bus Driver		19.34
31310 - Taxi Driver		16.50
31361 - Truckdriver, Light		22.41
31362 - Truckdriver, Medium		23.97
31363 - Truckdriver, Heavy		30.53
31364 - Truckdriver, Tractor-Trailer		30.53
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		18.61
99030 - Cashier		17.17
99050 - Desk Clerk		18.21
99095 - Embalmer		29.76
99130 - Flight Follower		31.55
99251 - Laboratory Animal Caretaker I		20.45
99252 - Laboratory Animal Caretaker II		21.97
99260 - Marketing Analyst		41.62
99310 - Mortician		29.76
99410 - Pest Controller		22.84
99510 - Photofinishing Worker		24.28
99710 - Recycling Laborer		33.46
99711 - Recycling Specialist		39.50
99730 - Refuse Collector		30.56
99810 - Sales Clerk		17.68
99820 - School Crossing Guard		21.91
99830 - Survey Party Chief		36.65
99831 - Surveying Aide		21.61
99832 - Surveying Technician		29.59
99840 - Vending Machine Attendant		20.83
99841 - Vending Machine Repairer		25.42
99842 - Vending Machine Repairer Helper		20.83

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 cor
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, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of 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))."""

Clauses

52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

---Addendum to 52.212-4---

DIAR 1452.237-70 INFORMATION COLLECTION - DEPARTMENT OF THE INTERIOR (JUL 1996)

52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)

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

'Payment request' means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is:

https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

PDF Vendor-created invoice

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

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

(End of Local Clause)

DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015 and up to v.3)

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

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

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

4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-28 Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts (Dec 2023)

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023)

52.204-91 Contractor Identification

52.208-91 GSA Fleet Vehicles and Related Services

52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding

the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.232-90 Fast Payment Procedure.

As prescribed in 32.1204, insert the following clause:
Fast Payment Procedure (DEVIATION DATE)
(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).
(b) *Responsibility for supplies*.
(1) Title to the supplies passes to the Government upon delivery to—
(i) A post office or common carrier for shipment to the specific destination; or
(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.
(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall—
(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and
(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.
(c) *Preparation of invoice*.
(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall—
(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and
(ii) Display prominently on the invoice "FAST PAY." Invoices not prominently marked "FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.
(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of three years and shall furnish the bills to the Government upon request.
(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either—
(i) Submit the receiving report on the prescribed form with the invoice; or
(ii) Include the following information on the invoice:
(A) Shipment number.
(B) Mode of shipment.
(C) At line item level—
(1) National stock number and/or manufacturer's part number;
(2) Unit of measure;
(3) Ship-To Point;
(4) Mark-For Point, if in the contract; and
(5) FEDSTRIP/MILSTRIP document number, if in the contract.
(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:
(i) Ship-To Point.
(ii) Mark-For Point.
(iii) FEDSTRIP/MILSTRIP document number, if in the contract.
(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.
(d) *Certification of invoice*. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract,

order, or blanket purchase agreement.
(e) *FAST PAY container identification*. The Contractor shall mark all outer shipping containers “FAST PAY.” When outer shipping containers are not marked “FAST PAY,” the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract afterPoP Expiration.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.223-2, Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline available at https://www.biopreferred.gov/resources/categories.html; and

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov) or 7 CFR part 4270.

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

(End of clause)

52.223-10, Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)

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

Recycling means the series of activities, including collection, separation, and processing, by

which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.
Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.
(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C.6962, *etseq*.) and implementing regulations (40 CFR Part 247).

(End of clause)

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

52.223-23, Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR part 4270.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means:

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/ smm/ comprehensive-procurement-guideline-cpg-program#products).

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/ eere/ femp/ search-energy-efficient-products and https://www.energystar.gov/ products? s= mega).

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) (https://www.biopreferred.gov).

(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/ snap).

(b) *Requirements*.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c) *Resource.* The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

End of clause

Provisions

52.212-1 INSTRUCTIONS TO OFFERORS–COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

---Addendum to 52.212-1---

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

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

may be accessed electronically at this/these address(es):
Federal Acquisition Regulation: https://www.acquisition.gov/far
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

52.204-90 Offeror Identification

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

DIAR 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984)

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

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

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

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:
"The information specifically identified on pages _____of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:
"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential

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

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

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

(End of provision)

52.237-1 Site Visit.

As prescribed in 37.110(a), insert the following provision:

Site Visit (Apr 1984)

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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

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

Technical and past performance, when combined, are

(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 Addendum to 52.212-2---

(xvii) **52.223-1, Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)**

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at B[at https://www.biopreferred.gov/resources/categories.html]) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or

Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]
___(i) 52.204-17, Ownership or Control of Offeror.

___(ii) 52.204-20, Predecessor of Offeror.

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

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

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

___(vi) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

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

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

FAR Clause # Title Date Change
_____

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

(End of provision)

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