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
75N98026R00093

6. SOLICITATION ISSUE DATE
06/05/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
BRIAN BAEK

b. TELEPHONE NUMBER *(No collect calls)*
+1 301 435 1604

8. OFFER DUE DATE/ LOCAL TIME
07/03/2026 1630 ET

9. ISSUED BY CODE OD/OLAO-OA

National Institutes of Health
Office of Logistics and
Office of Administration
6011 Executive Blvd
Rockville, MD 20852-3804

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100.00 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561210

SIZE STANDARD: $47

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
- [ ] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [x] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE BLDG 13, 2C, BETHMC
See Schedule

16. ADMINISTERED BY CODE
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DELIVER TO: Bldg 13, 2nd Floor, Wing C, Bethesd BLDG 13 2nd Floor, Wing C Bethesda MD 20814 US The purpose of this solicitation is to provide Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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)*
BRIAN K. BAEK

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	comprehensive preventive maintenance, general maintenance, capital replacement, and repair services for critical facility systems at NIH Bio Safety Laboratories. Services include, but are not limited to evaluation, preventative maintenance, and repair and/or replacement of facility systems. Program will also include the maintenance, repair, testing and certification of HEPA filters on building HVAC. Please see the Statement of Work (SOW) along with the supporting documents for further information. Period of Performance: 07/10/2026 to 07/09/2031				
1	BASE YEAR: The purpose of this contract is to provide comprehensive preventive maintenance, general maintenance, capital replacement, and repair services for critical facility systems at NIH Bio Safety Laboratories. The Contractor shall ensure these systems operate safely, efficiently, and in compliance with NIH and applicable regulatory requirements. CO - Brian Baek COR - Elieser Moreira Delivery To: G820/Elieser Moreira Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: Z2JZ Product/Service Description: REPAIR OR ALTERATION OF MISCELLANEOUS BUILDINGS Period of Performance: 07/10/2026 to 07/09/2027				
1001	OPTION YEAR I: The purpose of this contract is to provide comprehensive preventive maintenance, general maintenance, capital replacement, and repair services for critical facility systems at NIH Bio Safety Laboratories. The Contractor shall ensure these systems operate safely, efficiently, and in compliance with NIH and applicable regulatory requirements. CO - Brian Baek COR - Elieser Moreira (Option Line Item) Product/Service Code: Z1JZ Product/Service Description: MAINTENANCE OF MISCELLANEOUS BUILDINGS Period of Performance: 07/10/2027 to 07/09/2028				
2001	OPTION YEAR II: The purpose of this contract is to provide comprehensive preventive maintenance, general maintenance, capital replacement, and repair services for critical facility systems at NIH Bio Safety Laboratories. The Contractor shall ensure these systems operate safely, efficiently, and in compliance with NIH and applicable regulatory requirements. CO - Brian Baek COR - Elieser Moreira (Option Line Item) Product/Service Code: Z1JZ Product/Service Description: MAINTENANCE OF MISCELLANEOUS BUILDINGS Period of Performance: 07/10/2028 to Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	07/09/2029				
3001	OPTION YEAR III: The purpose of this contract is to provide comprehensive preventive maintenance, general maintenance, capital replacement, and repair services for critical facility systems at NIH Bio Safety Laboratories. The Contractor shall ensure these systems operate safely, efficiently, and in compliance with NIH and applicable regulatory requirements. CO - Brian Baek COR - Elieser Moreira (Option Line Item) Product/Service Code: Z1JZ Product/Service Description: MAINTENANCE OF MISCELLANEOUS BUILDINGS				
4001	OPTION YEAR IV: The purpose of this contract is to provide comprehensive preventive maintenance, general maintenance, capital replacement, and repair services for critical facility systems at NIH Bio Safety Laboratories. The Contractor shall ensure these systems operate safely, efficiently, and in compliance with NIH and applicable regulatory requirements. CO - Brian Baek COR - Elieser Moreira (Option Line Item) Product/Service Code: Z1JZ Product/Service Description: MAINTENANCE OF MISCELLANEOUS BUILDINGS Period of Performance: 07/10/2030 to 07/09/2031				

Statement of Work

PROJECT TITLE:

FACILITY PREVENTATIVE AND GENERAL MAINTENANCE AND REPAIR SERVICES FOR HIGH CONTAINMENT FACILITIES

C.1.1. BRIEF DESCRIPTION of SUPPLIES or SERVICES

This contract is intended for NIH Bethesda Campus High Containment facilities establishes both a fixed- cost preventative maintenance (PM) program and flexible Indefinite Delivery/ Indefinite Quantity component for as-needed services. The fixed cost portion ensures a consistent program of regularly scheduled preventative maintenance for critical facility systems to maintain operational readiness. The IDIQ portion provides an optional mechanism for ordering services beyond routine PM, including evaluation, repair, and/or replacement of systems including but not limited to Uninterruptible Power Supply (UPS), HVAC Systems, and Switchgear; the maintenance, testing, and certification of HEPA filters; and architectural construction and architectural construction and finish repairs for designated buildings.

This contract shall comply with industry standards for optimum operation, economy, and equipment life. The contract is intended to establish a timely, cost effective general and preventative maintenance and repair management program which will ensure compliance with industry, regulatory and certification requirements. This contract also provides for rapid response to emergency situations to ensure continuity of operations and mitigate risks to personnel, facilities, and the research mission.

The selected contractor(s) shall have subject matter expertise and provide all resources necessary to perform the specific requirements as defined in the Task Orders. Selected contractor shall adhere to practices which will ensure the highest industry standards of performance, safety, and most energy efficient operation of the equipment and systems, and as necessary to prevent compromise to the facility environment through system failure.
The contractor shall furnish all personnel, facilities, equipment, materials, supplies, supervision, and services and otherwise do all things necessary for, or incident to, performance of these requirements in accordance with the statement of work (SOW) provided in Section C of this master IDIQ contract and all TOs issued against this master IDIQ contract.

C.1.2. PERSONNEL QUALIFICATIONS/CERTIFICATIONS

a. Purpose

The purpose of this contract is to provide comprehensive preventive maintenance, general maintenance, capital replacement, and repair services for critical facility systems at NIH Bio Safety Laboratories. The Contractor shall ensure these systems operate safely, efficiently, and in compliance with NIH and applicable regulatory requirements.

b. General Requirements

The Contractor shall provide all labor, materials, equipment, supervision, and sub-contracting as necessary to perform the services outlined below. These services include preventive maintenance, capital replacement planning, system repairs, and replacements for systems listed in Section 4.0 of this document. All work shall be compliant with NIH cybersecurity standards and applicable codes and regulations.

i. Task Deliverables

- **Preventive Maintenance Program Development**
  - Review existing preventive maintenance plans for all listed systems.
  - If no active plan exists, develop a plan based on current industry's best practices.
  - Provide the government with a list of inspection points for integration into the Integrated Workplace Management System (IWMS).
  - Provide recommendations for repair/replacement from maintenance evaluation.

- **Troubleshoot Services**
  - Provide report and proposal for repair

C.1.3. PROJECT MANAGER

Contractor shall assign a project manager (PM), capable of representing the contractor in all matters related to successful completion of all task orders satisfactory to the PO.

The Account Representative:

- Shall be the single point of contact
- Subject to approval of NIH project officer.
- Must have a minimum of five years managing facility maintenance related contracts.
- Shall be single point of contact for the duration of the contract.
  - **a)** Shall have a response time within 2 business days
- Shall represent the contractor, and all directions given to the project manager shall be as if given to the contractor.
- Shall be readily available to provide information and assistance as the need may arise to NIH. The contractor may not replace the project manager without prior written notification to the PO.
  - **a)** If the PM is replaced, the Contractor must notify the CO and COR, in writing no later than fourteen (14) calendar days before projected departure date. The Contractor shall submit, for review and approval to the CO of the replacement PM's resume; resumes must be submitted with ten (10) calendar days of PM vacancy.

C.1.4. CONTRACT SPECIFICS

a) **Locations:** The contractor shall provide evaluation, preventative and general maintenance, emergency and repair services for facilities with biosafety level (BSL) laboratories for NIH Bethesda Campus.

b) **Preventative/ General Maintenance:** For all systems listed in the Appendix., the intent is for the contractor or their qualified sub-contractor to be capable of the following tasks:
   i. Review each system for an existing preventive maintenance plan
      C.1.1. If the government does not have an active maintenance plan in place, propose in accordance to industry practices.
      C.1.2. Provide frequency, inspection point list to the government for integration into the IWMS.
   ii. Capital replacement of critical facility systems, beyond systems included in Appendix.
   iii. Equipment preventive maintenance
      C.1.1. Provide an overall critical parts list, assessment of system components and provide a list of inventories of long lead spare parts for critical systems
      C.1.2. Completing/conducting comprehensive system PMs, while minimizing down time to system or facility
      C.1.3. Provide monthly and quarterly schedules of PMs

c) **Troubleshooting Services**: Preventive maintenance activities reveal atypical conditions or equipment deficiencies; the Contractor shall perform diagnostic troubleshooting to identify root cause and system impact. The Contractor shall document all findings and notify the Government or authorized representative with recommended corrective actions.
   i. Provide hourly rates for each system listed in Appendix.
   ii. Maintain staff support associated with each facility system listed in Appendix.
   iii. Shall be responsive from the reported issue(s):
      1. Request/ Inquiry:
         a. During work hours: Monday-Friday from 7 am- 4 pm
            i. Response Time: 2 business days
         b. During off-hours: Weekends, Holidays, Monday-Friday 4 pm- 7am
            i. Response Time: 2 business days
      2. On- Site Troubleshooting:
         a. During work hours: Monday-Friday from 7 am- 4 pm
            i. Response Time: 1 business day
         b. During off-hours: Weekends, Holidays, Monday-Friday 4 pm- 7am
            i. Response Time: 2 business days

d) **Projects/ IDIQ**: Contractor must be capable of executing additional maintenance and repair services as specified under follow-on Task Orders related to NIH Bio Safety Laboratories. Task Orders may include but not limited to planned annual testing activities for emergency power systems, including generator operational testing and associated SCADA support.

These services will be scoped, scheduled, and managed in coordination with the Contracting Officer's Representative (COR) and/or Facility Manager.

i. Include repairs in the event of failed component(s) or part(s)

e) **Option to Extend for Additional Contract Year:** The Government may extend the term of this contract by exercising one or more option periods identified below. The Contracting Officer may exercise the option by providing written notice to the Contractor within the time period specified below, provided that the Government determines that continued performance is in its best interest and that funds are available.

i. Base Contract Period: The Base Period of this contract shall be one (1) year from the effective date of award.

ii. Option Years: The Government reserves the unilateral right to extend the contract for additional one-year periods by exercising option years. Each option year shall include the full scope of work, terms, conditions, and requirements established under this contract unless otherwise modified in writing by the Contracting Officer. The contract may be extended for up to **4** additional option year(s), resulting in a total potential contract duration of **5** years.

iii. Exercising Option: The Government may exercise an option year by issuing written notice to the Contractor no later than **60** calendar days before expiration of the current contract period. The exercise of an option shall be at the sole discretion of the Government and shall be contingent upon:

- Continued Government need;
- Satisfactory Contractor performance; and
- Availability of funds.

f) **Documentation/Reporting**

i. **Maintenance Records**

- Document all maintenance activities in the NIH IWMS system using provided tablets.
- Maintain records of inspection, repairs, replacements, and PM schedules.

ii. **Compliance**

- All documentation and design work must comply with the latest NIH design policies, guidelines, and national/international codes and regulations.
- Contractor(s) must remain current with NIH security requirements and ensure all work is performed in accordance with cybersecurity standards.

iii. **Problem Solving and Support**

- The Contractor is expected to work collaboratively with NIH personnel to proactively resolve technical issues and implement effective solutions during the contract period.

C.1.5. GENERAL REQUIREMENTS

a. The services described or specified shall not be deemed to be all encompassing having the effect of excluding services not specifically mentioned but necessary to execute the contract.

b. Problem Solving - Inherent with the performance of the Contractor services is the cooperation, advice and actions necessary to identify, resolve, and implement expeditious solutions to problems arising during the execution of the project.

c. Contractor shall coordinate and schedule work with COR/FM/PO prior to commencing work.

d. Contractor shall perform work during SPECIFIC AVAILABLE HOURS provided/agreed upon by the end user staff, the Facility Manager, and Project Officer.

e. All required shutdowns and lock out tag outs shall be coordinated with Facility manager or designee. System shutdowns require a minimum of 14 days' advance notice which must be coordinated and approved by the Facility Manager before work can begin. This notice period is waived in the event of an emergency requiring an immediate shutdown to prevent injury, equipment damage, or compromising the facility environment. All emergency shutdowns must be coordinated in real-time with the COR or Facility Manager.

f. After-hours work is to be expected in order to complete this contract.

g. Contractor shall provide all materials and supplies to complete all required tasks.

h. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

i. Contractor shall be responsible for cleaning the work site and any other parts of the equipment subject to dirt/dust impacted by the Contractor's performance of work. All job sites shall be clean, orderly, and free of debris upon completion of work and/or at the end of each day that work is in progress.

j. Unless specified otherwise in the Task Order, all documents prepared under this contract shall comply with the latest edition of the applicable design policies, guidelines and standards. Many of the applicable design policies, guidelines and standards at the time of award are available on the Web at

a. http://orf.od.nih.gov/PoliciesAndGuidelines/
b. The Contractor shall also comply with the latest edition of all applicable National and International codes, standards and regulations.
c. NIH Security: All Contractor vehicles, including delivery trucks and vans, will be inspected before being allowed on campus and will be asked to show a photo ID and state the purpose of their visit.
    i. Follow the procedures listed at http://security.nih.gov

ii. Be sure to allow extra time for this vehicle inspection procedures

iii. Bethesda Campus: Badging - The NIH Badge (NIH Legacy Badge), not to be confused with the HHS ID Badge, is an identification credential issued to individuals who are in a short-term or intermittent position that requires physical access to the NIH campus and/or facilities. The contractor and subcontractor(s) shall wear their NIH issued ID badge prominently at all times while on campus.

1. NIH ID Badge Process and the following link:
2. http://www.ors.od.nih.gov/ser/dpsac/badge/Pages/default.aspx
3. Extended Visitor Badge Program - NIH has implemented new policies and procedures for issuing Extended Visitor Badges to individuals such as Service Providers, Board Members, Constructions Workers and others who are not registered in the NIH Enterprise Directory (NED) and may need frequent physical access to NIH facilities. All position classifications at NIH, along with examples, can be viewed by clicking on the following link:
4. https://orsweb.od.nih.gov/sites/dpsac/Internet%20Site%20Documents/NIH%20Badging%20Authority%20by%20Classification%20Table%20(rev.%2010-21-14).pdf

k. Parking: The NIH campus has extremely limited parking and very little site construction staging area. Considerations include the following:

i. Construction workers are strictly prohibited from parking their personal vehicles on the NIH campus. The NIH requires that contractors provide off-site parking and shuttle service for their workers for the duration of their project. This cost shall be borne by the contractor.

ii. Properly marked company vehicles and equipment required in the performance of the work shall be permitted to park within the project approved staging area(s). Personal vehicles are prohibited from parking within the staging areas.

iii. The NIH campus is surrounded by urban neighborhoods that are sensitive to construction activities, particularly noise, truck traffic and thus has restrictions on work hours. The surrounding neighborhoods are very sensitive to contractor personnel parking on the residential streets. The contractor shall take appropriate measures to mitigate parking by contract employees in the surrounding neighborhoods.

l. Invoicing Instructions: Per procedures on the contract.

m. Safety: NIH is committed to providing a safe environment for its employees, guests, and patients. Safety, as demonstrated during previous contracts, may be used in the performance evaluation of a Contractor's ability to build, design, construct, develop, field or operate a system, building or facility.

i. The Contractor shall provide a site-specific accident prevention plan that identifies hazards for the various features of work described in section C of each task order scope of work.

ii. The Contractor and all subcontractors that will be conducting work at NIH under the contract shall schedule and attend safety training provided by the Division of Occupational Health and Safety.

iii. OSHA 10-hour outreach certification is required for all on-site personnel performing field work and one First Aid certified person for every 10 employees on-site is required.

iv. Contractors and all subcontractors that will be conducting work at NIH under the contract are required to enroll in the Contractor Safety Assessment Program (CSAP) within 10 calendar days from the receipt of award.

v. This program is used to assess contractor's commitment to safety through a review of lagging and leading indicators. Contractors with low assessments scores will be required to address program deficiencies prior to being issued a Task Order. Task Orders over $100,000.00 that are not self-performed by the prime contractor will be required to complete the CSAP for each performing subcontractor.

vi. The assessment process requires the following items:

- Company Information
- Insurance Experience Modification Rate (EMR)
- General Liability Claims
- OSHA Citation History (previous three years)
- Safety Management Systems
- Safety Program Elements

vii. To enroll in CSAP:

- Log onto the application at: http://www.constructsecure.com
- Create an account
- Enter the required safety information.

viii. There is no fee to complete the assessment.

Appendix:

Facility Systems

- Systems for providing maintenance, include, but are not limited to the following for the minimum required PMs:
  i. **Uninterruptable Power Supply (UPS) Systems**
     - Conduct preventive maintenance and full system diagnostics including battery inspection, thermal scanning, capacitor health, fan status, and alarm history.
     - Verify proper voltage, load balancing, bypass functionality, and communication interfaces.
     - Provide proposal for replacement of consumables (e.g., batteries, fans) as needed.
     - Maintain logs of all test results and service records.

  ii. **Variable Frequency Drives (VFD)**
     - Inspect VFD units for proper function, signal integrity, and controller interface.
     - Check for fault codes, load harmonics, and insulation resistance.
     - Provide proposal for fan and capacitor replacement based on predictive analytics.
     - Verify VFD-to-motor alignment and system response under load.

  iii. **Switchgear**
     - Perform detailed visual and mechanical inspections of all switchgear components.
     - Test protective relays, contact resistance, insulation resistance, and arc flash boundaries.
     - Clean and lubricate switchgear components as appropriate.
     - Execute annual infrared (IR) thermography scans to detect hotspots and potential failures.

  iv. **PH Neutralization Tank**
     - Test pH sensors and calibration systems for accuracy and functionality.
     - Verify chemical dosing systems are functioning correctly and make adjustments as needed.
     - Check all mechanical components (mixers, pumps, valves) for performance and leaks.
     - Maintain compliance logs for environmental safety.

  v. **Sewage Sump Pumps (Pit Systems)**
     - Inspect and test float switches, alarms, and pump operation.

- Perform annual cleaning for pump pits and check valves to prevent clogging.

vi. Cold Rooms

- Inspect temperature sensors, alarms, and control systems.
- Calibrate temperature controls to ensure accuracy within ±1°C.
- Check refrigerant levels, compressors, evaporators, and defrost systems.
- Clean condenser coils and ensure door gaskets and seals are intact.

vii. Air Compressors and Air Purifiers

- Inspect oil levels, belts, filters, dryers, and condensate drains.
- Test safety shutdowns and control logic.
- Monitor air purity and pressure levels in accordance with system demand and specifications.
- Perform vibration analysis and thermal scanning on rotating components.

viii. Electrical System Infrared (IR) Scans

- Perform scheduled thermographic inspections of panels, breakers, conductors, and terminations.
- Identify and document potential faults such as loose connections, overloaded circuits, or heat anomalies.
- Generate detailed IR reports with imagery, issue descriptions, and recommendations.
- Immediately notify the Facility Manager of any critical heat signatures.

ix. Steam Traps

- Conduct ultrasonic and temperature-based testing to confirm functionality.
- Identify and provide proposal for failed-open or failed-closed traps.
- Identify defective traps and provide proposal for repair and system balancing verification.
- Maintain performance records and conduct periodic efficiency reviews.

x. Control Systems and SCADA Integration Support

- Services include on-site support during four annual planned testing activities (e.g. generator load testing, building verification test). Support includes verification of alarms, trends, sequences of operation, communications and post-test restoration
- Provide engineering support and technical support for SCADA associated with covered equipment
-

xi. Wattstopper Lighting Controls

- System Monitoring & Diagnostics: Remote or on-site system health checks, investigate communication or device issues, and performance reporting.
- Software Updates & Programming: Firmware/software updates, reprogramming of schedules and control sequences, and adjustment of system settings as space needs change.
- Preventive Maintenance & Calibration: Inspection and calibration of sensors, time schedules, daylight harvesting settings, and lighting zones to ensure proper operation and code compliance.

xii. Backflow Preventers

- Conduct annual testing and certification as required by local code and NIH policy.
- Inspect for leaks, corrosion, and proper valve function.
- Provide proposal for repairs/replacements of any failed backflow preventers.
- Submit reports documenting serial number, location, test results, and compliance.

Each system listed above is mission-critical to NIH facility operation and biosafety compliance. The Contractor shall ensure that all services meet regulatory standards, provide documentation via NIH's work plan of expected repair and impacts 2 weeks prior to planned repair to ensure downtime is minimized, and support continuity of operations across the institution's Bio Safety Laboratories.

IPP INVOICING PROCEDURES

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: Prompt Payment (Jan 2017) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements

A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats, or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be considered in the computation of any interest penalty owed the Contractor.

1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).

2. Remit-to address (Name and complete mailing address to send payment).

3. Remittance name must match exactly with name on original order/contract. If the

Remittance name differs from the Legal Business Name, then both names must appear on the invoice.

4. Invoice date.

5. Unique invoice #s for all invoices per vendor regardless of site.

6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.

7. Unique Entity Identifier (UEI) which is in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.

8. Federal Taxpayer Identification Number (TIN). In those rare cases where a contractor does not have a UEI number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.

9. Identify that payment is to be made using a three-way match.

10. Description of supplies/services that match the description on the award, by line billed.*

11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.

12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.*

NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed $100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

B. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at https://www.ipp.gov with a copy to the approving official, as directed below. Email submission must include ORFOAInvoice3Way@mail.nih.gov in distribution. The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Contracting Officer: Brian Baek

Contracting Officer's Representative: Elieser Moreira

II. Invoice Payment

A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

1. The 30th day after the designated billing office has received a proper invoice.

2. The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable

agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties

A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.

1. A proper invoice was received by the designated billing office.

2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.

3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (November 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of Clause)

V. HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing

Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

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

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

(End of Clause)

CLAUSES BY REFERENCE

52.204-9 Personal Identity Verification of Contractor Personnel

52.204-12 Unique Entity Identifier Maintenance

52.204-13 System for Award Management Maintenance

52.204-18 Commercial and Government Entity Code Maintenance

52.204-19 Incorporation by Reference of Representations and Certifications

52.204-21 Basic Safeguarding of Covered Contractor Information Systems

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

52.233-1 Disputes

52.233-3 Protest after Award

52.233-4 Applicable Law for Breach of Contract Claim

52.245-1 Government Property

CLAUSES BY FULL TEXT

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (May 2024)

(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.]

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

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

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

_X_ (4) 52.203-17, 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].

_X_ (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).

_X_ (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, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

_X_ (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.

_X_ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

_X_ (21) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Sep 2023) of 52.219-9.

_X_ (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.

_X_ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

_X_ (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, Post Award Small Business Program Representation (Feb 2024) (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) (15U.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 (Feb 2024).

_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.

_X_ (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.

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

_X_ (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 (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

_X_ (40) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (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.).

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

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

_X_ (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).

_X_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

_X_ (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 (Dec 2022) 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).

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

_X_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (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).

(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 (Feb 2024) (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 2015) (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 (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(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 (May 2022) (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) 52.247-64, 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)

52.216-18- Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 31 August 2024 through 30 August 2029.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

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 $500.00, 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 $6,000,000.00;

(2) Any order for a combination of items in excess of $7,000,000.00; or

(3) A series of orders from the same ordering office within 2 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 3 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)

52.216-22- 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 after 31 August 2023.

(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.

(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 [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [30 days unless a different number of days is inserted] 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 and 6 months.

(End of clause)

PROVISIONS BY REFERENCE

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

52.204-7 System for Award Management

52.204-16 Commercial and Government Entity Code Reporting

52.204-17 Ownership or Control of Offeror

52.204-20 Predecessor of Offeror

52.204-22 Alternative Line Item Proposal

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services

52.212-2 Evaluation—Commercial Products and Commercial Services

52.219-1 Small Business Program Representations

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation

PROVISIONS BY FULL TEXT

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

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

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

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

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

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

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

(d) Representations. The Offeror represents that

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents thatIt [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand;

model number, such as OEM number, manufacturer part number, or wholesaler number; and item description,as applicable); or

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)

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

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

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

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

(End of provision)

52.209-7- Information Regarding Responsibility Matters. (OCT 2018)

a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinitequantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.212-3- Offeror Representations and Certifications-Commercial Items. (FEB 2024)

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 124.1002.

(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 Order11246-

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

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

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

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

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

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

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

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

(1)(i) The Offeror certifies that each end product, 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

_____ _____

_____ _____

_____ _____

[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 offthe-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.

_____

_____

_____

[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

_____ _____

_____ _____

_____ _____

[List as necessary]

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

Line Item No. ___

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

_____

_____

_____

[List as necessary]

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

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

Line Item No.

_____

_____

_____

[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.

_____

_____

_____

[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

_____

_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph

(i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

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

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

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

(2) □ Outside the United States.

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

☐(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror □ does □ does not certify that–

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

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

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

equipment of commercial customers.

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐TIN: _____.

☐TIN has been applied for.

☐TIN is not required because:

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

☐Offeror is an agency or instrumentality of a foreign government;

☐Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐Sole proprietorship;

☐Partnership;

☐Corporate entity (not tax-exempt);

☐Corporate entity (tax-exempt);

☐Government entity (Federal, State, or local);

☐Foreign government;

☐International organization per 26 CFR1.6049-4;

☐Other _____.

(5) Common parent.

☐Offeror is not owned or controlled by a common parent;

☐Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that–

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where

the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the

corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

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

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

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

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

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

in reverse chronological order):

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

Predecessor legal name: ____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal

confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889

(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that–

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

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

(End of Provision)

"

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

Daniel W. Simms
Director

Division of Wage Determinations

Wage Determination No.: 2015-4269
Revision No.: 32
Date Of Last Revision: 5/13/2026

State: Maryland

Area: Maryland Counties of Frederick and Montgomery

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.83
01012 - Accounting Clerk II		24.50
01013 - Accounting Clerk III		27.41
01020 - Administrative Assistant		39.97
01035 - Court Reporter		29.26
01041 - Customer Service Representative I		17.59
01042 - Customer Service Representative II		19.19
01043 - Customer Service Representative III		21.54
01051 - Data Entry Operator I		19.11
01052 - Data Entry Operator II		20.85
01060 - Dispatcher, Motor Vehicle		25.71
01070 - Document Preparation Clerk		21.07
01090 - Duplicating Machine Operator		21.07
01111 - General Clerk I		20.12
01112 - General Clerk II		21.96
01113 - General Clerk III		24.65
01120 - Housing Referral Assistant		26.61
01141 - Messenger Courier		22.01
01191 - Order Clerk I		20.25
01192 - Order Clerk II		22.10
01261 - Personnel Assistant (Employment) I		22.42
01262 - Personnel Assistant (Employment) II		25.08
01263 - Personnel Assistant (Employment) III		27.95
01270 - Production Control Clerk		28.45
01290 - Rental Clerk		21.83
01300 - Scheduler, Maintenance		21.33
01311 - Secretary I		21.33
01312 - Secretary II		23.86
01313 - Secretary III		26.61
01320 - Service Order Dispatcher		22.98
01410 - Supply Technician		39.97
01420 - Survey Worker		22.94
01460 - Switchboard Operator/Receptionist		19.12
01531 - Travel Clerk I		22.65
01532 - Travel Clerk II		24.70
01533 - Travel Clerk III		26.66
01611 - Word Processor I		18.97
01612 - Word Processor II		21.29
01613 - Word Processor III		23.81
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		29.42
05010 - Automotive Electrician		28.76
05040 - Automotive Glass Installer		27.09
05070 - Automotive Worker		27.09
05110 - Mobile Equipment Servicer		23.30
05130 - Motor Equipment Metal Mechanic		30.28
05160 - Motor Equipment Metal Worker		27.09
05190 - Motor Vehicle Mechanic		30.28
05220 - Motor Vehicle Mechanic Helper		21.32
05250 - Motor Vehicle Upholstery Worker		25.28
05280 - Motor Vehicle Wrecker		27.09
05310 - Painter, Automotive		28.76
05340 - Radiator Repair Specialist		27.09
05370 - Tire Repairer		21.12
05400 - Transmission Repair Specialist		30.28
07000 - Food Preparation And Service Occupations		
07010 - Baker		17.87

07041 - Cook I		20.40
07042 - Cook II		23.72
07070 - Dishwasher		17.70
07130 - Food Service Worker		17.41
07210 - Meat Cutter		22.13
07260 - Waiter/Waitress		18.48
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		28.23
09040 - Furniture Handler		15.47
09080 - Furniture Refinisher		24.81
09090 - Furniture Refinisher Helper		18.38
09110 - Furniture Repairer, Minor		21.80
09130 - Upholsterer		21.85
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		17.68
11060 - Elevator Operator		17.84
11090 - Gardener		25.16
11122 - Housekeeping Aide		17.84
11150 - Janitor		17.84
11210 - Laborer, Grounds Maintenance		19.16
11240 - Maid or Houseman		17.70
11260 - Pruner		18.28
11270 - Tractor Operator		23.02
11330 - Trail Maintenance Worker		19.16
11360 - Window Cleaner		18.70
12000 - Health Occupations		
12010 - Ambulance Driver		24.09
12011 - Breath Alcohol Technician		31.01
12012 - Certified Occupational Therapist Assistant		40.02
12015 - Certified Physical Therapist Assistant		36.67
12020 - Dental Assistant		23.78
12025 - Dental Hygienist		52.41
12030 - EKG Technician		45.58
12035 - Electroneurodiagnostic Technologist		45.58
12040 - Emergency Medical Technician		24.09
12071 - Licensed Practical Nurse I		27.72
12072 - Licensed Practical Nurse II		31.01
12073 - Licensed Practical Nurse III		34.57
12100 - Medical Assistant		22.48
12130 - Medical Laboratory Technician		34.27
12160 - Medical Record Clerk		25.58
12190 - Medical Record Technician		28.61
12195 - Medical Transcriptionist		20.72
12210 - Nuclear Medicine Technologist		49.45
12221 - Nursing Assistant I		15.11
12222 - Nursing Assistant II		17.01
12223 - Nursing Assistant III		18.56
12224 - Nursing Assistant IV		20.83
12235 - Optical Dispenser		28.14
12236 - Optical Technician		23.99
12250 - Pharmacy Technician		21.90
12280 - Phlebotomist		23.72
12305 - Radiologic Technologist		41.51
12311 - Registered Nurse I		31.84
12312 - Registered Nurse II		38.95
12313 - Registered Nurse II, Specialist		38.95
12314 - Registered Nurse III		47.12
12315 - Registered Nurse III, Anesthetist		47.12
12316 - Registered Nurse IV		56.48
12317 - Scheduler (Drug and Alcohol Testing)		38.42
12320 - Substance Abuse Treatment Counselor		30.37
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		24.30
13012 - Exhibits Specialist II		30.10
13013 - Exhibits Specialist III		36.82
13041 - Illustrator I		25.90
13042 - Illustrator II		32.08
13043 - Illustrator III		39.23
13047 - Librarian		43.76
13050 - Library Aide/Clerk		20.28
13054 - Library Information Technology Systems Administrator		39.51
13058 - Library Technician		24.49
13061 - Media Specialist I		28.52
13062 - Media Specialist II		31.90
13063 - Media Specialist III		35.55
13071 - Photographer I		24.22
13072 - Photographer II		27.09
13073 - Photographer III		33.55
13074 - Photographer IV		41.04
13075 - Photographer V		49.65
13090 - Technical Order Library Clerk		25.44
13110 - Video Teleconference Technician		30.84
14000 - Information Technology Occupations		
14041 - Computer Operator I		27.25
14042 - Computer Operator II		30.48
14043 - Computer Operator III		33.99
14044 - Computer Operator IV		37.76
14045 - Computer Operator V		41.82
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		27.25
14160 - Personal Computer Support Technician		37.76
14170 - System Support Specialist		41.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		41.82
15020 - Aircrew Training Devices Instructor (Rated)		50.59
15030 - Air Crew Training Devices Instructor (Pilot)		60.66
15050 - Computer Based Training Specialist / Instructor		41.82
15060 - Educational Technologist		48.91
15070 - Flight Instructor (Pilot)		60.66
15080 - Graphic Artist		39.60
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		60.66
15086 - Maintenance Test Pilot, Rotary Wing		60.66
15088 - Non-Maintenance Test/Co-Pilot		60.66
15090 - Technical Instructor		32.56
15095 - Technical Instructor/Course Developer		39.83
15110 - Test Proctor		26.28
15120 - Tutor		26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.03
16030 - Counter Attendant		20.03
16040 - Dry Cleaner		22.90
16070 - Finisher, Flatwork, Machine		20.03
16090 - Presser, Hand		20.03
16110 - Presser, Machine, Drycleaning		20.03
16130 - Presser, Machine, Shirts		20.03
16160 - Presser, Machine, Wearing Apparel, Laundry		20.03
16190 - Sewing Machine Operator		23.86
16220 - Tailor		24.82
16250 - Washer, Machine		20.99
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.46
19040 - Tool And Die Maker		38.21
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		24.07
21030 - Material Coordinator		28.45
21040 - Material Expediter		28.45
21050 - Material Handling Laborer		19.81
21071 - Order Filler		18.01
21080 - Production Line Worker (Food Processing)		24.07
21110 - Shipping Packer		21.99
21130 - Shipping/Receiving Clerk		21.99
21140 - Store Worker I		19.08
21150 - Stock Clerk		22.91
21210 - Tools And Parts Attendant		24.07
21410 - Warehouse Specialist		24.07
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		46.69
23019 - Aircraft Logs and Records Technician		37.02
23021 - Aircraft Mechanic I		44.33
23022 - Aircraft Mechanic II		46.69
23023 - Aircraft Mechanic III		48.97
23040 - Aircraft Mechanic Helper		31.21
23050 - Aircraft, Painter		42.10
23060 - Aircraft Servicer		37.02
23070 - Aircraft Survival Flight Equipment Technician		42.10
23080 - Aircraft Worker		39.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		39.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		44.33
23110 - Appliance Mechanic		28.49
23120 - Bicycle Repairer		20.03
23125 - Cable Splicer		43.10
23130 - Carpenter, Maintenance		28.58
23140 - Carpet Layer		24.79
23160 - Electrician, Maintenance		36.28
23181 - Electronics Technician Maintenance I		35.18
23182 - Electronics Technician Maintenance II		37.35
23183 - Electronics Technician Maintenance III		39.32
23260 - Fabric Worker		29.06
23290 - Fire Alarm System Mechanic		31.36
23310 - Fire Extinguisher Repairer		26.78
23311 - Fuel Distribution System Mechanic		37.07
23312 - Fuel Distribution System Operator		28.53
23370 - General Maintenance Worker		26.68
23380 - Ground Support Equipment Mechanic		44.33
23381 - Ground Support Equipment Servicer		37.02
23382 - Ground Support Equipment Worker		39.66
23391 - Gunsmith I		26.78
23392 - Gunsmith II		31.14
23393 - Gunsmith III		34.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic		34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		36.51

23430 - Heavy Equipment Mechanic		34.05
23440 - Heavy Equipment Operator		29.25
23460 - Instrument Mechanic		37.03
23465 - Laboratory/Shelter Mechanic		33.05
23470 - Laborer		19.81
23510 - Locksmith		32.35
23530 - Machinery Maintenance Mechanic		33.73
23550 - Machinist, Maintenance		34.32
23580 - Maintenance Trades Helper		20.27
23591 - Metrology Technician I		37.03
23592 - Metrology Technician II		39.00
23593 - Metrology Technician III		40.91
23640 - Millwright		29.89
23710 - Office Appliance Repairer		24.28
23760 - Painter, Maintenance		24.00
23790 - Pipefitter, Maintenance		33.08
23810 - Plumber, Maintenance		31.42
23820 - Pneudraulic Systems Mechanic		34.80
23850 - Rigger		34.14
23870 - Scale Mechanic		31.14
23890 - Sheet-Metal Worker, Maintenance		30.59
23910 - Small Engine Mechanic		24.79
23931 - Telecommunications Mechanic I		37.06
23932 - Telecommunications Mechanic II		39.03
23950 - Telephone Lineman		45.15
23960 - Welder, Combination, Maintenance		28.87
23965 - Well Driller		32.07
23970 - Woodcraft Worker		34.80
23980 - Woodworker		26.78
24000 - Personal Needs Occupations		
24550 - Case Manager		23.07
24570 - Child Care Attendant		17.20
24580 - Child Care Center Clerk		21.46
24610 - Chore Aide		17.91
24620 - Family Readiness And Support Services Coordinator		23.07
24630 - Homemaker		23.07
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		42.88
25040 - Sewage Plant Operator		32.51
25070 - Stationary Engineer		42.88
25190 - Ventilation Equipment Tender		30.19
25210 - Water Treatment Plant Operator		32.51
27000 - Protective Service Occupations		
27004 - Alarm Monitor		29.26
27007 - Baggage Inspector		20.31
27008 - Corrections Officer		33.19
27010 - Court Security Officer		32.91
27030 - Detection Dog Handler		22.72
27040 - Detention Officer		33.19
27070 - Firefighter		32.62
27101 - Guard I		20.31
27102 - Guard II		22.72
27131 - Police Officer I		36.09
27132 - Police Officer II		40.11
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		21.74
28042 - Carnival Equipment Repairer		23.76
28043 - Carnival Worker		17.22
28210 - Gate Attendant/Gate Tender		21.78
28310 - Lifeguard		16.92
28350 - Park Attendant (Aide)		24.36
28510 - Recreation Aide/Health Facility Attendant		17.78
28515 - Recreation Specialist		30.17
28630 - Sports Official		19.40
28690 - Swimming Pool Operator		27.63
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		35.81
29020 - Hatch Tender		35.81
29030 - Line Handler		35.81
29041 - Stevedore I		33.42
29042 - Stevedore II		38.01
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	52.72
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	36.35
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	40.04
30021 - Archeological Technician I		24.14
30022 - Archeological Technician II		27.00
30023 - Archeological Technician III		33.44
30030 - Cartographic Technician		33.44
30040 - Civil Engineering Technician		41.58
30051 - Cryogenic Technician I		37.04
30052 - Cryogenic Technician II		40.90
30061 - Drafter/CAD Operator I		24.14
30062 - Drafter/CAD Operator II		27.00
30063 - Drafter/CAD Operator III		30.09
30064 - Drafter/CAD Operator IV		37.04
30081 - Engineering Technician I		22.92
30082 - Engineering Technician II		25.72

30083 - Engineering Technician III		28.79
30084 - Engineering Technician IV		35.64
30085 - Engineering Technician V		43.61
30086 - Engineering Technician VI		52.76
30090 - Environmental Technician		31.79
30095 - Evidence Control Specialist		33.44
30210 - Laboratory Technician		29.01
30221 - Latent Fingerprint Technician I		37.63
30222 - Latent Fingerprint Technician II		41.56
30240 - Mathematical Technician		42.36
30361 - Paralegal/Legal Assistant I		25.58
30362 - Paralegal/Legal Assistant II		31.69
30363 - Paralegal/Legal Assistant III		38.77
30364 - Paralegal/Legal Assistant IV		46.90
30375 - Petroleum Supply Specialist		40.90
30390 - Photo-Optics Technician		33.44
30395 - Radiation Control Technician		40.90
30461 - Technical Writer I		31.78
30462 - Technical Writer II		38.87
30463 - Technical Writer III		47.03
30491 - Unexploded Ordnance (UXO) Technician I		33.50
30492 - Unexploded Ordnance (UXO) Technician II		40.54
30493 - Unexploded Ordnance (UXO) Technician III		48.59
30494 - Unexploded (UXO) Safety Escort		33.50
30495 - Unexploded (UXO) Sweep Personnel		33.50
30501 - Weather Forecaster I		37.04
30502 - Weather Forecaster II		45.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.09
30621 - Weather Observer, Senior	(see 2)	33.44
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		40.54
31020 - Bus Aide		20.16
31030 - Bus Driver		28.94
31043 - Driver Courier		21.14
31260 - Parking and Lot Attendant		17.17
31290 - Shuttle Bus Driver		21.06
31310 - Taxi Driver		17.71
31361 - Truckdriver, Light		23.10
31362 - Truckdriver, Medium		25.07
31363 - Truckdriver, Heavy		28.39
31364 - Truckdriver, Tractor-Trailer		28.39
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.76
99030 - Cashier		16.73
99050 - Desk Clerk		17.76
99095 - Embalmer		31.73
99130 - Flight Follower		33.50
99251 - Laboratory Animal Caretaker I		20.32
99252 - Laboratory Animal Caretaker II		22.20
99260 - Marketing Analyst		40.69
99310 - Mortician		31.73
99410 - Pest Controller		21.91
99510 - Photofinishing Worker		22.57
99710 - Recycling Laborer		23.14
99711 - Recycling Specialist		28.16
99730 - Refuse Collector		22.08
99810 - Sales Clerk		17.18
99820 - School Crossing Guard		20.44
99830 - Survey Party Chief		30.97
99831 - Surveying Aide		19.25
99832 - Surveying Technician		29.45
99840 - Vending Machine Attendant		17.47
99841 - Vending Machine Repairer		22.47
99842 - Vending Machine Repairer Helper		17.47

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))."""