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| **Document Type:** | Combined Synopsis/Solicitation |
| **Date:** | 18 February 2026 |
| **Subject:** | Sanitary Wastewater Sampling & Analysis |
| **Solicitation Number:** | PANMCC-25-P-0000 018956 |
| **Response Date:** | 13 March 2026 3:00PM EST |
| **Point of Contact:** | darian.r.tippins.civ@army.mil |
| **Set Aside:** | Small Business |
| **Place of Performance:** | Fort Detrick, MD |
| **Period of Performance:** | 1-APR-2026 TO 31-MAR-3031, -8 6-mth ext. 1-APR-2031 TO 30-SEP-2031 |
| **NAICS Code:** | 541380 Testing Laboratories<br>Size Standard: $19M<br>PSC: H246 Equipment and Materials Testing - Water Purification and Sewage Treatment Equipment. |

**Contracting Office Address**

Mission & Installation Contracting Command – Fort Belvoir
(MICC – FB) 9410 Jackson Loop
Bldg 1425
Fort Belvoir, VA 22060-5505

This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; price and technical proposals are being requested, and a separate written solicitation will not be issued. This is a non-personal services contract to provide sanitary wastewater sampling and analysis at Forest Glen Annex, Silver Spring, Maryland. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

MICC -FB intends to solicit, negotiate, and award a Firm-Fixed Price contract for Sanitary Wastewater Sampling & Analysis services to be performed at Forest Glen Annex Fort Detrick, Md. The period of performance shall be for one (1) twelve-month (12) Base Year and four (4) twelve-month (12) option years in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. IAW FAR 52.217-8, Option to Extend Services, a six-month extension period may be exercised if it is deemed necessary.

The period of performance is as follows:

Base Year: 1-APR-2026 TO 31-MAR-2027
Option Year One: 1-APR-2027 TO 31-MAR-2028
Option Year Two: 1-APR-2028 TO 31-MAR-2029
Option Year Three: 1-APR-2029 TO 31-MAR-2030
Option Year Four: 1-APR-2030 TO 31-MAR-2031
-8 Extension: 1-APR-2031 TO 30-SEP-2031

**Special Qualifications:** The contractor is responsible for ensuring that all appropriate certification and licenses are maintained to conduct sample collection and laboratory analysis detailed in this PWS.

Clauses and provisions throughout this solicitation can be viewed by accessing website www.acquisition.gov. FAR provision 52.212-1 [Instructions to Offerors Commercial] applies to this acquisition to include the following addenda: All offerors are cautioned that if selected for award, they must be registered in the System for Award Management (SAM). The SAM can be accessed via the internet at https://www.sam.gov/portal/public/SAM/. Confirmation of SAM registration will be validated prior to awarding a contract. The provision at FAR 52.212-2,

Evaluation – Commercial Items and any addendums to this provision apply to this acquisition. The clause at FAR 52.212-5, Contract Terms and Conditions to Implement Statutes or Executive Orders – Commercial Items applies to this acquisition. Vendor shall provide a completed copy of all applicable fill-ins of FAR provision 52.212-3, Offeror Representations and Certifications, (unless Offeror meets the criteria set forth in the System for Award Management (SAM) Registration pursuant to FAR 52.204-7), FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation with their offer. Offeror shall include confirmation of receipt of any amendments to this solicitation. Failure to submit a confirmation could result in the offer being determined non-responsive.

Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

# PERFORMANCE WORK STATEMENT (PWS) for

# Water and Wastewater Analytical Services
# Fort Detrick Wastewater Treatment Plant and Drinking Water Treatment Plant

## Part 1

1. GENERAL INFORMATION

1.1. Background: To operate its Drinking Water and Wastewater Treatment Plants, Fort Detrick must maintain operating permits issued by the Maryland Department of the Environment (MDE). The requirements for these permits are established by Maryland State Environmental law and the U.S. Environmental Protection Agency (EPA). This contract provides the recurring, certified testing services required to ensure compliance and maintain these essential operating permits.

1.2. Description of Services: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, supervision, and other items necessary to perform the non-personal water and wastewater sample analysis services defined in this PWS. The core services include the scheduled pickup and transport of samples from Fort Detrick facilities, laboratory analysis in accordance with Technical Exhibit 3, and the delivery of complete, accurate analytical reports to the Government.

1.3. Non-Personal Services: This is a non-personal services contract. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.4. Objectives: Perform all services. This includes sample analysis, scheduled transportation, and unscheduled sample pickup in full accordance with the requirements and structure detailed in Technical Exhibit 3. Provide timely and accurate analytical results reports to the Government. Maintain all required laboratory certifications and perform all services in strict accordance with an approved Quality Control Plan (QCP) and all applicable federal, state, and local regulations.

1.5. Scope: Supply all necessary sample containers and shipping materials as needed. Retrieve scheduled samples twice a week and any additional unscheduled samples as required. Conduct the required analysis on samples received as specified in Technical Exhibit 3. Deliver a written report of analytical results to the Government, including the sample collection date, type of analysis performed, and results.

1.6. Period of Performance: Period of performance will be for one (1) Base Year of 12 months, plus four (4) option years. The contract period of performance will also contain an optional -8 6-month extension.

1.7. Administrative and Operational Requirements:

1.7.1. Quality Control: The contractor shall perform all sample handling and analytical activities in accordance with the Quality Control Plan (QCP) submitted with their proposal. Any updates to the QCP must be submitted to the COR for approval.

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

1.7.3. Recognized Holidays: The contractor may choose defer pickup of samples to the next business day on the following holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.7.4. Hours of Operation: The Contractor is responsible for performing both scheduled and emergency work between 0800 and 1630, Monday through Friday, except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closures, or other Government-directed shutdowns. Whenever the facility is open, the Contractor must maintain a sufficient workforce to ensure uninterrupted performance of all required tasks. When hiring personnel, the Contractor should consider that workforce stability and continuity are essential.

1.7.5. Place of Performance: The work to be performed under this contract will be performed at Drinking WTP (1972 North Market St, Frederick MD) and at the WWTP (1786 North Market St., Frederick MD) and conduct sample analysis at the contractor's facilities.

1.7.6. Type of Contract: The government will award a firm-fixed price contract with an indefinite delivery line item for additional unscheduled testing.

1.7.7. Security Requirements:

1.7.7.1. Information Security: IAW AR 380-5, if this is a classified contract, Contractor personnel will execute the Non-Disclosure Agreement (NDA) through their company and not through sponsoring DA command. Non-U.S. Government personnel, who have been hired under Civil Service procedures as consultants to the Department of the Army (DA), and granted a DA security clearance or access authorization, in accordance with AR 380-67, will follow the same procedure, for execution of the SF 312, as civilian personnel. Classified or Unclassified contract information will be protected at all times, IAW DoD 5200. 01, Vol3, and AR 380-5 either by storage in an approved security container or having it under the personal observation and physical control of an authorized individual.

1.7.7.2. Gate Access Requirements: In order for Contractor personnel to access Fort Detrick, they are required to have a Federal Government registered photo ID. This identification must be presented at the entrance gates to Fort Detrick in order to gain access.

1.7.7.3. Access to Secure Facilities: Special requirements are required to gain access to a secure facility including but not limited to being a US Citizen or documented legal resident alien. Access to secure facilities on Fort Detrick requires coordination with the Contracting Officer's Representative. Requests for access must be filed 15 days in advance in order to obtain necessary clearances. The Contractor shall provide all required personal data on personnel requiring access with the application. Upon completion of work the contractor shall surrender all issued security passes. Final contract payment will be withheld until all passes have been returned. The contractor is required to work with the Contracting Officer's Representative to meet the individual security requirements for that facility in order to gain access. The normal processing time for access is approximately 14 calendar days from the receipt of a complete vetting form (FD 190-13). Vetting forms must be legible. Incomplete or illegible forms will be returned to the contractor for resubmission and will delay access to the installation.

1.7.7.4. Key Control. N/A

1.7.7.5. Anti-terrorism Security Requirements: The Contractor and all associated Subcontractors' employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government COR). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

1.7.7.5.1. Anti-Terrorism Level (1) One Training. All Contractor employees, including Subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation into the contract, whichever applies. All Contractor employees must complete annual AT Level 1 awareness training. Annual training is to be conducted in the anniversary month when it was initially completed. The Contractor shall submit certificates of completion for each affected Contractor employee and Subcontractor employee to the COR (or to the Contracting Officer, if a COR is not assigned) within 15

calendar days after completion of training by all employees and Subcontractor personnel. AT Level I training is now conducted on the Joint Knowledge Online (JKO) site. For those that have a CAC, AT Level I can be accessed via https://jkodirect.jten.mil

For those personnel that do not have a CAC, AT Level I can be accessed via the instructions below:

1. Navigate to https://jkodirect.jten.mil
2. Read and accept DoD Warning Banner
3. Click "Standalone Anti-Terrorism Level I Training" link below the main page banner
4. Read page and enter first name and last name.
5. Complete training (Note: User MUST complete this course on the computer in which it is started.)

If training is required in a non-English language, please contact Fort Detrick ATO at: usarmy.detrick.usag.mbx.dptms-antiterrorism@mail.mil.

1.7.7.5.2. Suspicious Activity Awareness Training. The Contractor and all associated SubContractors shall brief all employees on the DHS See Something, Say Something campaign. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than 5 calendar days after completion via a participation roster. Program information can be found at: https://www.dhs.gov/see-something-say-something Any observed suspicious activity can be reported at: https://www.inscom.army.mil/isalute/.

1.7.7.6. Operational Security (OPSEC) Requirements. Personal information or information considered critical to the installation's operations released intentionally or unintentionally could have direct consequences for military and Government personnel as well as our critical operations. Therefore, the Contractor shall be responsible for safeguarding personal information and information considered critical to the Fort Detrick's operations. Per AR 530-1, Operations Security (OPSEC), new Contractor employees must complete Annual OPSEC training within 30 calendar days of reporting for duty. All Contractor employees must complete annual OPSEC awareness training. All Contractor employees shall adhere to USAG Fort Detrick OPSEC policies, regulations, and guidance. Contractor personnel shall not release any personal or operational information to the general public, press, or any other personnel or organizations without prior approval from the USAG Command.

1.7.7.6.1. OPSEC Awareness Training. New Contractor employees and Subcontractor employees must complete Level I OPSEC awareness training within 30 calendar days of reporting for duty. All Contractor employees must complete annual OPSEC awareness training. The Contractor shall submit certificates of completion for each affected Contractor employee and Subcontractor employee to the COR (or to the Contracting Officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and Subcontractor personnel. Course can be found at: https://www.cdse.edu/Training/eLearning/GS130/

1.7.7.6.2. OPSEC SOP. N/A

1.7.7.7. Industrial Personnel Security: IAW AR 380-67, AR 380-49 and DOD 5200.2-R, all contracts, classified, sensitive but unclassified and unclassified are required to contain a security clause. : IAW Army Regulations 380-67, 380-5 and 380-49, the Contractor shall ensure all personnel performing under this contract have a completed National Agency Check with Local Checks (NACLC) or Unclassified contracts require a NACI and that it contain no unfavorable information and has been completed by Office of Personnel Management and/or adjudicated by Defense Industrial Security Clearance Office (DISCO) prior to the start of the contract. The security requirements must be maintained for the life of the contract, and citizenship will be verified by presenting an original birth certificate or a valid US Passport or the original Naturalization Certificate to the USAG Security Office at the time of in processing for all contract personnel assigned to the contract. In order to maintain the security requirements any derogatory information, to include law enforcement issues, mental health issues, or alcohol/drug related issues discovered during the performance of this contract must be reported to the USAG Security Office.

1.7.7.8. Information Assurance Requirements. Contractor does **not** require network access: NO IA REQUIREMENTS

1.7.8. Special Qualifications: The contractor must obtain and maintain MDE and EPA Laboratory Certification. Laboratories performing radiological analysis must hold certification from the Laboratory Accreditation Bureau and NELAC. Proof of

certification must be provided during the contract solicitation process and before the issuance of any optional periods. If the certification is lost during contract execution, the contractor must promptly notify the Government for appropriate action

1.7.9. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the Contracting Activity or Contract Administration Office. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will appraise the Contractor of how the Government views the Contractor's performance and the Contractor will appraise the Government of problems, if any, being experienced. Appropriate action should be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.7.10. Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.7.11. Key Personnel: The following Contractor personnel are considered key personnel by the Government: The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer by the contract start date. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0700-1630 Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons.

1.7.12. Identification of Contractor Employees: When Contractor personnel perform the services required in this contract on a Government installation they are required to possess and wear an identification badge that displays his or her name and the name of the Company. The Contractor shall ensure that Contractor personnel identify themselves as Contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.7.13. Contractor Travel: The contractor shall charge for travel to and from the Fort Detrick Drinking Water and Wastewater Treatment Plants to pick up samples for analysis. This cost will be accounted for as a separate contract line item called Transportation.

1.7.14. Other Direct Costs: No additional costs. Contract is a firm fixed price.

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

1.7.16. Organizational Conflict of Interest: Contractor and Subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI.

The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.7.17. Phase in / Phase out Period: N/A

1.7.18. Safety & Health Requirements. The Contractor bears sole responsibility for compliance at all times with Federal, state, and local safety and health laws, regulations, and standards that apply to the work performed under this contract, including the Occupational Safety and Health Act. The Contractor shall take all reasonable steps and precautions to maintain compliance with applicable regulations/requirements, prevent accidents, and preserve the health and safety of Contractor and Government personnel performing or in any way coming in contact with the performance of the work required by this contract. The Contractor shall immediately notify the COR of any work-related mishaps that involves, or appears that it may involve, fatality, total or partial permanent disability of any employee, inpatient hospitalization of any employee, or property damage over $5,000, regardless of whether such matters involve Government or private personnel/property. The Contractor shall also notify the COR of any illness or injury that is, or appears that it may be, an OSHA recordable illness/injury as defined by 29 CFR 1904 as soon as reasonably possible, but not later than on the first business day following the day on which the illness/injury occurred, regardless of whether such matters involve Government or non-Government personnel. The Contractor shall investigate all mishaps, illnesses, and injuries, report the results of such investigations, and cooperate with any Government investigation of such matters, as requested by the COR.

1.7.19. Sustainable Materials Management (Green Procurement): Federal Agencies are required to purchase items designated under the U.S. Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines (CPG) and items designated under the U.S. Department of Agriculture's (USDA) Bio preferred program. The items listed under the CPG contain recycled content and the items listed under the Bio preferred program are bio based. Procurement of the above listed types of sustainable products is required by statute, Executive Order, and/or Federal Acquisition Regulations. EPA's CPG is located at: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. USDA's Bio preferred program is located at: http://www.biopreferred.gov/.

# PART 2

## 2. DEFINITIONS & ACRONYMS

DEFINITIONS:

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

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

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

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

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

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

QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

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

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

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

WORK WEEK. Monday through Friday, unless specified otherwise.

SECURITY. N/A, All areas of access are occupied by DPW staff 24/7. No areas for access to information, equipment, or locations are restricted or classified.

ACRONYMS:

| | |
|---|---|
| AFARS | Army Federal Acquisition Regulation Supplement |
| AR | Army Regulation |
| AT | Antiterrorism |
| ATO | Antiterrorism Officer |
| CFR | Code of Federal Regulations |
| CONUS | Continental United States (excludes Alaska and Hawaii) |
| COR | Contracting Officer Representative |
| DA | Department of the Army |
| DOD | Department of Defense |
| FAR | Federal Acquisition Regulation |
| KO | Contracting Officer |
| NDA | Non-disclosure Agreement |
| OCI | Organizational Conflict of Interest |
| ODC | Other Direct Costs |
| OPSEC | Operations Security |
| PIPO | Phase In/Phase Out |
| POC | Point of Contact |
| PRS | Performance Requirements Summary |
| PWS | Performance Work Statement |
| QA | Quality Assurance |
| QASP | Quality Assurance Surveillance Plan |
| QC | Quality Control |
| QCP | Quality Control Plan |
| TE | Technical Exhibit |
| WTP | Water Treatment Plant |
| WWTP | Wastewater Treatment Plant |

# PART 3

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide the labor and expertise necessary to collect samples for the contractor to pick up and analyze at the contractor's offsite facility.

3.2. Facilities: N/A

3.3. Utilities: N/A

3.4. Equipment: N/A

3.5. Materials: N/A

3.6. Return of Government Furnished Items: N/A

3.7. Missing, Stolen, Lost, and Recovered Property: The Contractor shall comply with all Government rules and regulations IAW FAR 45.103, Responsibilities, and Liabilities for Government Property. The Contractor shall be held responsible for lost, missing, stolen, damaged, abused (excessive wear and tear), or destroyed items while in the Contractor's possession. Any damage to Government furnished items due to negligence, failure to secure or Contractor caused accidents shall be repaired, and temporary/replacement property acquired, at the cost to the Contractor.

# PART 4

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1. General: The Contractor is responsible for supplying all necessary materials, equipment, sample transportation, and services required to fulfill the contract, except for those specified in Part 3 of this PWS.

4.2. Materials: The Contractor must furnish all required containers and shipping materials for the samples as needed.

4.3. Equipment: The Contractor shall ensure that all containers and shipping materials provided for the samples comply with applicable Federal, state, and local handling regulations.

4.4. Quality Control Plan: The Contractor shall submit a current Quality Control Plan (QCP) with their proposal. The Contractor shall perform all sample handling and analytical activities in accordance with the approved QCP. Updates to the QCP must be submitted to the COR for approval.

4.5. MDE Laboratory Certification: The Contractor shall utilize a laboratory that holds current Maryland Department of the Environment (MDE) certification for all analytical methods required under this contract. Proof of certification shall be submitted with the proposal and maintained throughout the period of performance.

4.6. Sample Analysis: The Contractor shall perform all required sample analyses in accordance with approved analytical methods, the QCP, and all applicable MDE and EPA requirements. The Contractor is responsible for confirming that the laboratory applies the appropriate method for each sample and parameter prior to analysis.

4.7. Analytical Reports: The Contractor shall provide complete analytical reports for each sample, including all required QA/QC data and chain-of-custody documentation. Reports shall be submitted within the timeframe specified in this PWS.

4.8. Chain of Custody: The Contractor shall provide the Government with the correct and current chain-of-custody (COC) forms and sampling instructions supplied by the laboratory. The Contractor is responsible for ensuring that all COC forms and instructions provided to the Government are accurate, complete, and reflect the laboratory's current requirements. The Contractor shall include the final COC documentation in all analytical reports.

4.9. Notification of Issues: The Contractor shall notify the COR immediately of any issues that may affect sample pickup, analysis, or reporting timelines.

4.10. Subcontracted Laboratory Disclosure and DMR-QA Participation: The Contractor shall disclose any laboratory, including subcontracted laboratories, that performs analyses used for wastewater Discharge Monitoring Reports (DMRs). The Contractor shall ensure that all laboratories performing such analyses participate in the EPA DMR-QA Study.

To meet this requirement, the Contractor shall formally document compliance by preparing and submitting the "DMR-QA Laboratory Notification & Compliance Package" as a required annual deliverable, no later than July 15 of each year. This package must verify that all subcontracted laboratories hold current MDE certification for the methods performed. Maryland is not exempt from the EPA DMR-QA Study, and this submission will serve as proof that all laboratories performing DMR-related analyses for this permit are prepared to fully comply with the study's requirements. This compliance requirement is mandatory regardless of the physical location of the subcontracted laboratory; data from a laboratory in an EPA-recognized "exempt" state is not acceptable unless that laboratory fully participates in the DMR-QA study for all analyses performed for this permit...

# PART 5

5. SPECIFIC TASKS

5.1. Basic Services. The contractor is responsible for providing bottle ware, transporting, and analyzing samples from both the Fort Detrick Drinking Water Treatment Plant (WTP) and the Fort Detrick Wastewater Treatment Plant (WWTP). The contractor shall perform the following essential services:

5.1.1. Supplies: The contractor shall provide all required sample containers, preservatives, transport coolers, and shipping materials necessary to meet MDE and EPA analytical requirements. The contractor must maintain sufficient inventory to support both scheduled and unscheduled sample analyses. At a minimum, the contractor will keep a two-week supply of all essential materials at both the WTP and WWTP and will provide a list of all items supplied.

5.1.2. Sample Pickup: The contractor shall pick up and transport all scheduled and unscheduled samples in accordance with the scope and structure outlined in Technical Exhibit 3. Scheduled samples shall be picked up twice a week, and any additional unscheduled samples shall be picked up within 24 hours of COR request. All samples will be picked up at the WTP and WWTP offices, with the contractor providing a receipt confirming the samples received at the time of pickup. Any missed scheduled pickups (due to weather or other unforeseen circumstances) must be picked up by COB the next calendar day. The WTP office is located at 1972 North Market St. and the WWTP office is located at 1788 North Market St., Frederick MD 21701. The contractor should supply the necessary shipping materials such as a cooler and shipping label or shipping number to reference at the courier drop-off location when samples need to be sent directly to contracted or subcontracted laboratories.

5.1.3. Sample Analysis and Analytical Reports: Conduct the necessary analyses of samples received as specified in Technical Exhibit 3, ensuring full compliance with EPA and MDE requirements. All analyses shall be performed using the correct and current analytical methods required for each parameter. Wastewater radiological analytical detection limits must meet the minimum regulatory threshold of 4 pCi/L, as outlined in 40 CFR 141.25(c) or other regulated requirements to comply with our Radiological Monitoring Program.

Submit a written analytical results report to the Government detailing the date of sample collection, the type of analysis conducted, and the corresponding analytical results. Reports must be provided to the WTP or WWTP Supervisor and COR no later than 14 days after the sample is received. If certain analyses require additional time beyond this deadline, the contractor must promptly notify the COR and provide justification for the delay. The reports are reviewed, and the results are provided to MDE.

PART 6

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

The Contractor must abide by all applicable regulations, publications, forms, manuals, and local policies and procedures, to include:

6.1. Standard Forms

| FORM NUMBER | FORM NAME | LINK / LOCATION |
|---|---|---|
| FD 190-13 | Fort Detrick Non-DOD and Non-Federal Employee Visitor's Vetting Form | Form will be provided by COR |
| SF 312 | Classified Information Nondisclosure Agreement | SF 312, Classified Information Nondisclosure Agreement |

6.2. Regulations, Publications, Manuals, and Local Policies and Procedures

| REFERENCE | MANDATORY / ADVISORY | LINK OR PRINT |
|---|---|---|
| AR 530-1, Operations Security (OPSEC) | Mandatory | AR 530-1, Operations Security |
| AR 380-5, Security | Mandatory | AR 380-5, Security |
| AR 380-67, Personnel Security Program | Mandatory | AR 380-67, Personnel Security Program |
| FAR Subpart 7.5, Inherently Governmental Functions | Mandatory | FAR Subpart 7.5, Inherently Governmental Functions |
| FAR Subpart 9.5 | Mandatory | FAR Subpart 9.5 |
| FAR Part 37.1, Service Contracts – General | Mandatory | FAR Subpart 37.1, Service Contracts-General |
| FAR Subpart 42.5, Post award Orientation | Mandatory | FAR Subpart 42.5, Post award Orientation |
| FAR 45.103, Responsibilities, and Liabilities for Government Property | Mandatory | FAR 45.103 |

Purchasing of any certifications or documentation for the accomplishment of the tasks in PWS is at the expense of the contractor.

# PART 7

## 7. TECHNICAL EXHIBIT LISTING

### 7.1. Technical Exhibit 1 - Performance Requirements Summary (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

| Performance Objective | Standard | Performance Threshold | Method of Surveillance |
|---|---|---|---|
| PRS #1<br>The contractor shall provide sampling containers and shipping materials. | (5.1.1) Provide all required sample containers, preservatives, coolers, and materials to meet MDE/EPA requirements. A list of all supplied items will be provided. | (5.1.1) Maintain a two-week supply of all essential materials at both the WTP and WWTP. | Periodic visual surveillance of the materials by the COR |
| PRS #2<br>Pickup regular samples twice a week. | (5.1.2) Scheduled samples shall be picked up twice a week from the WTP and WWTP offices. The contractor will provide a receipt confirming the samples received. | Zero deviation from standard.<br>(5.1.2) Any missed scheduled pickups must be picked up by COB the next calendar day. | 100 percent inspection through pickup receipts provided by the contractor. |
| PRS #3<br>Unscheduled sample pick up at Government request. | (5.1.2) Any additional unscheduled samples shall be picked up within 24 hours of COR request. | No deviation from the standard 24-hour requirement, except for holidays and Governmental action. | 100 percent inspection through pickup receipts provided by the contractor. |
| PRS #4<br>Perform required analytical services. | (5.1.3) Conduct analyses as specified in Technical Exhibit 3, ensuring full EPA/MDE compliance. Wastewater radiological limits must meet 4 pCi/L. | No deviation from standards in accordance with EPA and MDE requirements, except for holidays and Governmental action. | 100 percent inspection of testing results. |
| PRS #5<br>Provide analytical results reports. | (5.1.3) Submit a written analytical report detailing the date of collection, type of analysis, and results to the WTP/WWTP Supervisor and COR. | (5.1.3) Reports must be provided no later than 14 days after the sample is received. If a delay is needed, the contractor must promptly notify the COR with justification. | 100 percent of inspection of testing results against pickup receipts. |

7.2. Technical Exhibit 2 – Deliverables Schedule

| **Deliverable** | **Frequency** | **# of Copies** | **Medium/Format** | **Submit To** |
|---|---|---|---|---|
| (1.7.1, 4.4) Quality Control Update QCP if changes occur | Submit current QCP with bid submission; submit updated QCP within 10 business days of any changes | 1 Copy per lab | By Email; Microsoft (MS) Word, or PDF | COR |
| (4.5) MDE Laboratory Certification Documentation, provide updates if changes in labs | Provide current MDE laboratory certifications with bid submission; provide updated certifications within 10 business days if laboratory or subcontractor changes occur | 1 Copy per lab | By Email; MS Word, or PDF DVD | COR |
| Vetting Form 190-13 | 14 Days in advance of need | 1 Copy | By Email (PDF will be provided) | COR |
| Anti-Terrorism Level One Training Certificates | Annually, within 15 calendar days upon completion | 1 Copy | By Email; MS Word or PDF | COR |
| OPSEC Awareness Training Certificates | Annually, within 15 calendar days upon completion | 1 Copy | By Email; MS Word or PDF | COR |
| OPSEC SOP | Within 90 calendar days of contract award | 1 Copy | By Email; MS Word or PDF | COR |
| Key Contract Personnel and Personnel Changes | At contract start date and within 15 days of any personnel changes | 1 Copy | By Email | COR and KO |
| 5.1.1 Supplies | As necessary, to ensure a two-week supply of MDE/EPA compliant materials is available at both the WTP and WWTP at all times. | 1 Copy | By Email, MS Word or PDF | COR and Plant Supervisors |
| 5.1.2 Scheduled Sample Pickup | Twice per week, with a pickup receipt provided at the time of each pickup. | 1 Copy | By Email | COR and Plant Supervisors |
| 5.1.2 Unscheduled Sample Pickup | Within 24 hours of COR request, with a pickup receipt provided at the time of pickup. | 1 Copy | By Email | COR and Plant Supervisors |
| 5.1.3 Sample Analysis & Analytical Reports | Within 14 calendar days of the sample being received by the lab. (An alternate timeframe is permissible if approved by the COR with justification.) | 2 Copies | By Email; MS Word or PDF | COR and Plant Supervisors |
| (4.10) Annual Laboratory Identification and Certification Report (DMR-QA Compliance) | Annually, no later than July 15 | 1 Copy per lab | Government approved format or DMR-QA Study Page 14-16 for each lab to send them notification | COR and Plant Supervisors |

7.3. Technical Exhibit 3 – Scheduled Analysis, Transportations, and Miscellaneous

7.3.1. Scheduled Analysis

Please be advised that the following analytical testing requirements are mandated by the MDE and are stipulated in the current discharge authorization permit and renewed discharge authorization permit around November 2026.

The testing frequencies for these analyses are not uniform. As detailed in the table below, sample collection and analysis schedules vary significantly and may be required on a quarterly, biannual, annual, triennial, or other specific basis (e.g., only during the 2nd quarter). The contractor must review the detailed requirements for each analysis and price their services accordingly, accounting for the specified frequency of each test.

| **Sample Pick Up Location** | **Sample Matrix** | **Analysis/Parameters** | **Testing Frequency** |
|---|---|---|---|
| WWTP[1] | 24 Hr. Composite Effluent | • Biochemical Oxygen Demand (BOD)<br>• Total Suspended Solids<br>• Organic Nitrogen<br>• Ammonia Nitrogen<br>• Nitrate+Nitrites<br>• Total Phosphorus<br>• Orthophosphate<br>• E. coli (grab sample)<br>• Total Kjeldahl Nitrogen (TKN) | Two times per Week |
| WWTP[1] | Wastewater Effluent | SOCs<br>• Benzidine<br>• N-Nitrosodimethylamine<br>• Hexachlorobenzene | 1 sample per Quarter |
| WWTP | Wastewater Influent, Effluent and Landfill Leachate | Radiological<br>• Gross beta activity | 5 samples per Quarter |
| WWTP | Treated Sludge | • pH<br>• Solids content<br>• Total kjeldahl nitrogen<br>• Ammonium nitrogen<br>• Total phosphorus<br>• Total potassium<br>• Nitrate nitrogen<br>• Total cadmium<br>• Total copper<br>• Total nickel<br>• Total lead<br>• Total zinc<br>• Total mercury<br>• Total arsenic<br>• Total molybdenum<br>• Total selenium<br>• Polychlorinated Biphenyls | 1 sample per Year – due before May 30 to report June 1 |
| WTP | Raw and Finished Water | • Total Organic Carbon (2920) | 2 samples per Month |
| WTP | Finished Water | • Coliform (TCR) (3100) | 9 samples per Month |
| WTP | Finished Water (2 samples) | Trihalomethane (2950)<br>• 2941-Chloroform<br>• 2942-Bromoform<br>• 2943-Bromodichloromethane | 2 samples per Quarter |

| | | | |
|---|---|---|---|
| | | • 2944-Dibromochloromethane | |
| WTP | Finished Water<br>(2 samples) | Total Haloacetic Acid (2456)<br>• 2454-Dibromoacetic Acid<br>• 2451-Dichloroacetic Acid<br>• 2453-Monobromoacetic Acid<br>• 2450-Monochloroacetic Acid<br>• 2452-Trichloroacetic Acid | 2 Samples per Quarter |
| WTP | Finished Water | 5SOC<br>• Endrin (2005)<br>• Lindane or BHC-Gamma (2010)<br>• Methoxychlor (2015)<br>• Toxaphene (2020)<br>• Di(2-ethyllhexyl) adipate (2035)<br>• Simazine (2037)<br>• Di(2-ethylhexyl) phthalate (2039)<br>• Hexachlorocyclopentadiene (2042)<br>• Atrazine (2050)<br>• Lasso (Alachlor) (2051)<br>• Heptachlor (2065)<br>• Heptachlor epoxide (2067)<br>• Hexachlorobenzene (2274)<br>• Benzo(a)pyrene (2306)<br>• Total PCBs as Aroclor (2383)<br>• Chlordane (2959) | Twice per Year - 2nd and 3rd Quarter (04/01-09/30) |
| WTP | Finished Water | 2SOC<br>• Dalapon (2031)<br>• Oxamyl (2036)<br>• Picloram (2040)<br>• Dinoseb (2041)<br>• Aldicarb sulfoxide (2043)<br>• Aldicarb sulfone (2044)<br>• Carbofuran (2046)<br>• Aldicarb (2047)<br>• 2,4-D (2105)<br>• 2,4,5-TP (2110)<br>• Pentachlorophenol (2326)<br>• 1,2-Dibromo-3-Chloropropane (2931)<br>• Ethylene Dibromide (2946) | 1 sample per Year – 2nd Quarter (04/01-06/30) |
| WTP | Finished Water | • Nitrate | 1 sample per Year |
| WTP | Finished Water | Metals (Phase II/V)<br>• Arsenic (1005)<br>• Barium (1010)<br>• Cadmium (1015)<br>• Chromium (1020)<br>• Mercury (1035)<br>• Nickel (1036)<br>• Antimony, Total (1074) | 1 sample per Year |

| | | | |
|---|---|---|---|
| | | • Beryllium, Total (1075)<br>• Thallium, Total (1085)<br>• Selenium (1045) | |
| WTP | Finished Water | VOC<br>• 1,2,4-Trichlorobenzene (2378)<br>• Cis-1,2-Dichloroethylene (2380)<br>• Xylenes, Total (2955)<br>• Dichloromethane (2964)<br>• O-Dichlorobenzene (2968)<br>• P-Dichlorobenzene (2969)<br>• Vinyl Chloride (2976)<br>• 1,1-Dichloroethylene (2977)<br>• Trans-1,2-Dichloroethylene (2979)<br>• 1,2-Dichloroethane (2980)<br>• 1,1,1-Trichloroethane (2981)<br>• Carbon tetrachloride (2982)<br>• 1,2-Dichloropropane (2984)<br>• Trichloroethylene (2984)<br>• 1,1,2-Trichloroethane (2985)<br>• Tetrachloroethylene (2987)<br>• Chlorobenzene (2989)<br>• Benzene (2990)<br>• Toluene (2991)<br>• Ethylbenzene (2992)<br>• Styrene (2996) | 1 sample per Year |
| WTP[2] | Finished Water | • PFOA (7705)<br>• PFOS (7710)<br>• HFPO-DA (or GenX Chemicals) (7725)<br>• PFHxS (7715)<br>• PFNA (7720) | 1 sample per Quarter (compliance monitoring begins on April 26, 2027)[2] |
| WTP | Finished Water | • Fluoride (1025) | 1 sample - Triennial |
| WTP | Finished Water | • Copper, Free (1022)<br>• Lead (1030) | Twenty (20) samples Triennial (06/01 – 09/30) |

1- Requirements are dependent on the discharge authorization permit. The new discharge authorization permit will be issued around November 2026. This will be a 5-year permit. We are not anticipating MDE to require more testing than what is listed.
2- Per- and Polyfluoroalkyl Substances (PFAS) National Primary Drinking Water Regulation 89 FR 32532, April 26, 2024, Vol. 89, No. 82. Sampling frequency could change based on quarterly results.

7.3.2. Transportation

| **Sample Pick Up Location** | **Description** | **Unit of Measure** |
|---|---|---|
| WWTP and WTP | Scheduled sample collection from both plant locations. Pricing is based on the WWTP requirement of two pickups per week (104 trips annually). This single trip price should cover the collection of all required samples from both plants during each visit. | Per Trip |

7.3.3. Miscellaneous

| **Sample Pick Up Location** | **Description** | **Unit of Measure** |
|---|---|---|
| WWTP and WTP | Unscheduled sample collection. | Per Sample |

Section SF 1449 - CONTINUATION SHEET

| Item | Supplies/Service | Quantity | Unit | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 0001 | WWTP Effluent<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price<br>USD_____ |
| 0002 | WWTP SOCs<br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price<br>USD_____ |
| 0003 | WWTP Radiological<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 20 | Each | USD _____ | Firm Price<br>USD_____ |
| 0004 | WWTP Treated Sludge<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 0005 | WTP TOC<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 24 | Each | USD _____ | Firm Price<br>USD_____ |
| 0006 | WTP Coliform Bact.<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 108 | Each | USD _____ | Firm Price<br>USD_____ |
| 0007 | WTP Trihalomethane<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 0008 | WTP Total Haloacetic Acid<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 0009 | WTP 5SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | USD _____ | Firm Price<br>USD_____ |
| 0010 | WTP 2SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NTE | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 0011 | WTP Nitrate<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 0012 | WTP Metals (Ph II-V)<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 0013 | WTP VOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 0014 | WTP PFAS<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR BASE YEAR | 0 | Each | USD _____ | Firm Price<br>USD_____ |
| 0015 | WTP Fluoride<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR BASE YEAR | 0 | Each | USD _____ | Firm Price<br>USD_____ |
| 0016 | WTP Lead and Copper<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR BASE YEAR | 0 | Each | USD _____ | Firm Price<br>USD_____ |
| 0017 | Unscheduled Samples<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | USD _____ | Firm Price<br>USD_____ |
| 0018 | Transportation<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price<br>USD_____ |
| 1001 | WWTP Effluent<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price<br>USD_____ |
| 1002 | WWTP SOCs<br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price<br>USD_____ |
| 1003 | WWTP Radiological<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 20 | Each | USD _____ | Firm Price<br>USD_____ |
| 1004 | WWTP Treated Sludge<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 1005 | WTP TOC<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 24 | Each | USD _____ | Firm Price<br>USD_____ |
| 1006 | WTP Coliform Bact.<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 108 | Each | USD _____ | Firm Price<br>USD_____ |
| 1007 | WTP Trihalomethane<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 1008 | WTP Total Haloacetic Acid<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 1009 | WTP 5SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | USD _____ | Firm Price<br>USD_____ |
| 1010 | WTP 2SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NTE | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 1011 | WTP Nitrate<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 1012 | WTP Metals (Ph II-V)<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 1013 | WTP VOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 1014 | WTP PFAS<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price<br>USD_____ |
| 1015 | WTP Fluoride<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 1016 | WTP Lead and Copper<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 20 | Each | USD _____ | Firm Price<br>USD_____ |
| 1017 | Unscheduled Samples<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | USD _____ | Firm Price<br>USD_____ |
| 1018 | Transportation<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price<br>USD_____ |
| 2001 | WWTP Effluent<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price<br>USD_____ |
| 2002 | WWTP SOCs<br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price<br>USD_____ |
| 2003 | WWTP Radiological<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 20 | Each | USD _____ | Firm Price<br>USD_____ |
| 2004 | WWTP Treated Sludge<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 2005 | WTP TOC<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 24 | Each | USD _____ | Firm Price<br>USD_____ |
| 2006 | WTP Coliform Bact.<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 108 | Each | USD _____ | Firm Price<br>USD_____ |
| 2007 | WTP Trihalomethane<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 2008 | WTP Total Haloacetic Acid<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 2009 | WTP 5SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | USD _____ | Firm Price<br>USD_____ |
| 2010 | WTP 2SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 2011 | WTP Nitrate<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 2012 | WTP Metals (Ph II-V)<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 2013 | WTP VOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 2014 | WTP PFAS<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>SAMPLES TESTED MAY CHANGE DUE TO PREVIOUS TESTED RESULTS | 4 | Each | USD _____ | Firm Price USD_____ |
| 2015 | WTP Fluoride<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR OY2 | 0 | Each | USD _____ | Firm Price USD_____ |
| 2016 | WTP Lead and Copper<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR OY2 | 0 | Each | USD _____ | Firm Price USD_____ |
| 2017 | Unscheduled Samples<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | USD _____ | Firm Price USD_____ |
| 2018 | Transportation<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price USD_____ |
| 3001 | WWTP Effluent<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price USD_____ |
| 3002 | WWTP SOCs<br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price USD_____ |
| 3003 | WWTP Radiological<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 20 | Each | USD _____ | Firm Price USD_____ |
| 3004 | WWTP Treated Sludge<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 3005 | WTP TOC<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 24 | Each | USD _____ | Firm Price<br>USD_____ |
| 3006 | WTP Coliform Bact.<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 108 | Each | USD _____ | Firm Price<br>USD_____ |
| 3007 | WTP Trihalomethane<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 3008 | WTP Total Haloacetic Acid<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 3009 | WTP 5SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | USD _____ | Firm Price<br>USD_____ |
| 3010 | WTP 2SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 3011 | WTP Nitrate<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 3012 | WTP Metals (Ph II-V)<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 3013 | WTP VOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 3014 | WTP PFAS<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>SAMPLES TESTED MAY CHANGE DUE TO PREVIOUS TESTED RESULTS | 4 | Each | USD _____ | Firm Price USD_____ |
| 3015 | WTP Fluoride<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR OY3 | 0 | Each | USD _____ | Firm Price USD_____ |
| 3016 | WTP Lead and Copper<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR OY3 | 0 | Each | USD _____ | Firm Price USD_____ |
| 3017 | Unscheduled Samples<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | USD _____ | Firm Price USD_____ |
| 3018 | Transportation<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price USD_____ |
| 4001 | WWTP Effluent<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price USD_____ |
| 4002 | WWTP SOCs<br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price USD_____ |
| 4003 | WWTP Radiological<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 20 | Each | USD _____ | Firm Price USD_____ |
| 4004 | WWTP Treated Sludge<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 4005 | WTP TOC<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 24 | Each | USD _____ | Firm Price<br>USD_____ |
| 4006 | WTP Coliform Bact.<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 108 | Each | USD _____ | Firm Price<br>USD_____ |
| 4007 | WTP Trihalomethane<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 4008 | WTP Total Haloacetic Acid<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | USD _____ | Firm Price<br>USD_____ |
| 4009 | WTP 5SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | USD _____ | Firm Price<br>USD_____ |
| 4010 | WTP 2SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 4011 | WTP Nitrate<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 4012 | WTP Metals (Ph II-V)<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 4013 | WTP VOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |

| | | | | | |
|---|---|---|---|---|---|
| 4014 | WTP PFAS<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>SAMPLES TESTED MAY CHANGE DUE TO PREVIOUS TESTED RESULTS | 4 | Each | USD _____ | Firm Price USD_____ |
| 4015 | WTP Fluoride<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price USD_____ |
| 4016 | WTP Lead and Copper<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 20 | Each | USD _____ | Firm Price USD_____ |
| 4017 | Unscheduled Samples<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | USD _____ | Firm Price USD_____ |
| 4018 | Transportation<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 104 | Each | USD _____ | Firm Price USD_____ |
| 5001 | WWTP Effluent<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 52 | Each | USD _____ | Firm Price USD_____ |
| 5002 | WWTP SOCs<br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | USD _____ | Firm Price USD_____ |
| 5003 | WWTP Radiological<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | USD _____ | Firm Price USD_____ |
| 5004 | WWTP Treated Sludge<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 0 | Each | USD _____ | Firm Price USD_____ |

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| 5005 | WTP TOC<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 12 | Each | USD _____ | Firm Price<br>USD_____ |
| 5006 | WTP Coliform Bact.<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 54 | Each | USD _____ | Firm Price<br>USD_____ |
| 5007 | WTP Trihalomethane<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price<br>USD_____ |
| 5008 | WTP Total Haloacetic Acid<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | USD _____ | Firm Price<br>USD_____ |
| 5009 | WTP 5SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | USD _____ | Firm Price<br>USD_____ |
| 5010 | WTP 2SOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 0 | Each | USD _____ | Firm Price<br>USD_____ |
| 5011 | WTP Nitrate<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 0 | Each | USD _____ | Firm Price<br>USD_____ |
| 5012 | WTP Metals (Ph II-V)<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 0 | Each | USD _____ | Firm Price<br>USD_____ |
| 5013 | WTP VOCs<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 0 | Each | USD _____ | Firm Price<br>USD_____ |

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|---|---|---|---|---|---|
| 5014 | WTP PFAS<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>SAMPLES TESTED MAY CHANGE DUE TO PREVIOUS TESTED RESULTS | 2 | Each | USD _____ | Firm Price USD_____ |
| 5015 | WTP Fluoride<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR -8 | 0 | Each | USD _____ | Firm Price USD_____ |
| 5016 | WTP Lead and Copper<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price<br><br>NOT REQUIRED FOR -8 | 0 | Each | USD _____ | Firm Price USD_____ |
| 5017 | Unscheduled Samples<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 5 | Each | USD _____ | Firm Price USD_____ |
| 5018 | Transportation<br><br>Product Service Code: H246<br>Pricing Arrangement: Firm Fixed Price | 52 | Each | USD _____ | Firm Price USD_____ |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|---|---|---|---|---|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
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| 5017 | Destination | Government | Destination | Government |
| 5018 | Destination | Government | Destination | Government |

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---|---|---|---|---|
| 0001 – 0018 | 16-JUN-2025 TO 15-MAR-2026 | SEE CLINS | W3HV USA GARRISON FT DETRICK<br>W3HV USA GARRISON FT DETRICK<br>9200 AMBER DRIVE<br>FORT DETRICK MD 21702-5035<br>301-619-7666<br>FOB: Destination | W23J51 |
| 1001 – 1018 | 16-MAR-2026 TO 15-MAR-2027 | SEE CLINS | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W23J51 |
| 2001 – 2018 | 16-MAR-2027 TO 15-MAR-2028 | SEE CLINS | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W23J51 |
| 3001 – 3018 | 16-MAR-2028 TO 15-MAR-2029 | SEE CLINS | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W23J51 |

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| 4001 – 4018 | 16-MAR-2029 TO 15-MAR-2030 | SEE CLINS | (SAME AS PREVIOUS LOCATION) FOB: Destination | W23J51 |
| 5001 – 5018 | 16-MAR-2030 TO 15-SEP-2030 | SEE CLINS | (SAME AS PREVIOUS LOCATION) FOB: Destination | W23J51 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.204-7 | System for Award Management | NOV 2024 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.212-4 | Contract Terms and Conditions--Commercial Products and Commercial Services | NOV 2023 |
| 52.217-5 | Evaluation Of Options | JUL 1990 |
| 52.222-41 | Service Contract Labor Standards | AUG 2018 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2022 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | MAR 2023 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | DEC 2022 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | SEP 2022 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors | JAN 2023 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | MAY 2024 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | JAN 2023 |
| 252.204-7016 | Covered Defense Telecommunications Equipment or Services -- Representation | DEC 2019 |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation | MAY 2021 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2023 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV 2023 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |

| | | |
|---|---|---|
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services | NOV 2023 |

CLAUSES INCORPORATED 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 provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

equipment or services."

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

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

ADDENDUM TO 52.212-1
FAR 52.212-1 is hereby amended to reflect the changes shown below as to the specific paragraph revised.

A. Proposal Submittal and Inquiries.

1. Proposal shall be submitted via email to the Contract Specialist (CS) no later than (NLT) 3:00 PM Eastern Time on 3 July 2025. The size per e-mail shall not exceed 20MB. If necessary, Offerors may submit multiple emails. If a complete proposal is not submitted by this closing time, the Offeror’s proposal will not be considered for award. If the Offeror does not receive confirmation of receipt, it is the responsibility of the Offeror to contact the Contract Specialist identified below to confirm their proposal has been received.

2. The point of contact responsible for supplying additional information and answering all inquiries is the Contracting Officer (KO) via the Contract Specialist. Address all questions or concerns the Offeror may have to the Contract Specialist, Darrian Tippins, at email: darian.r.tippins.civ@army.mil, or the Contracting Officer (CO), Kenneth L. Mitchell, at email: kenneth.l.mitchell.civ@army.mil. All questions regarding this solicitation shall be submitted in writing via email.

B. General Instructions.

1. The Government contemplates award of a single Firm Fixed Price contract resulting from this solicitation Request for Proposal (RFP). The Government anticipates awarding a firm-fixed price contract from this solicitation. The Government intends to evaluate offers and may make awards without discussions or exchanges

with Offerors. Therefore, Offerors' initial offer should contain the best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest.

2. The selection of a source for award purposes will be conducted utilizing source selection procedures in accordance with the Federal Acquisition Regulation (FAR) Parts 12 and 13. The offer will be evaluated using the criteria under FAR 52.212-2, Evaluation Factors for Award.

3. Company name and address. Unique Entity ID (UEI) Number CAGE Code.

4. Company business size and, if applicable, socioeconomic status under NAICS 541380, Testing Laboratories and Services.

5. Company point(s) of contact and contact information.

6. Confirmation that System for Award Management (SAM) registration is active.

7. Offerors' price proposal should indicate the service element specified under the SF 1449 cost schedule service description, with itemized pricing for each service element specified. Any deviations from the service element specified shall be explained in the Offerors response.

8. The Offer. The submission of the documentation specified below will constitute the Offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement (PWS) and contract type.

9. Instructions outlined in paragraph C below, prescribe the format for the proposals and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Proprietary information shall be clearly marked.

10. Price information shall not appear in the Technical proposal. Proposals that fail to separate price information from the Technical proposal will not be considered for award.

11. All documents for this solicitation are available on the SAM.gov website at https://sam.gov/.

12. The entire proposal shall remain valid for a minimum of 90 days from receipt by the Government and shall not contain classified data or information. Proposals offering a shorter period will not be considered for award.

13. Offeror Questions and Clarifications: Any questions, comments or clarifications concerning any aspect of the solicitation shall be submitted in writing via e-mail to darian.r.tippins.civ@army.mil and kenneth.l.mitchell.civ@army.mil five (5) business day after issuance of solicitation. Questions or clarifications submitted should identify the topic (e.g., technical or price), and must reference the applicable section of the solicitation (e.g., Section, paragraph, and subparagraph) and RFP number. Telephone calls will not be accepted nor responded to. Responses will be emailed to all interested offerors.

C. Proposal Preparation Instructions

1. The Offeror's proposal shall consist of two volumes: Volume I: Technical and Volume II: SF1449 and Price Proposal Summary.

2. Proposal Format
(a) The electronic submittal shall consist of separate files as set forth and named in the table below. MS Office 2016 software or higher shall be used to create the required files.

| Volume | Document | File Name | Notes |
|---|---|---|---|
| I | Technical Proposal | xxxxTECHxxxx.docx (or PDF) | 12 Page Limit |
| II | SF 1449 | Solicitation, Offer and Award (SF 1449) | See instructions at paragraph C.3.(b) Volume II – SF 1449/Price Proposal Summary below. |

| | | | |
|---|---|---|---|
| II | Price Proposal Summary | xxxxPRICExxxx.xlsx | The Price Proposal Summary (xxxxPRICExxxx.xlsx) shall include individual company's information outlined in paragraph B and remain valid for 90 days from receipt by the Government. |

* Offerors shall replace, "xxxx" with the Offeror's name and the date of the proposal. For example: ABCINCPRICE20240617.xlsx.

3. Proposal Content

(a) Volume I – Technical Volume

-TAB A – Table of Contents
-TAB B1 – Technical Proposal

- Technical Proposal: The information provided by the offeror will be a significant factor in the Government's determination of technical capability. The Contractor shall provide technical proposal detailing capability information to include product literature, catalog price lists if available, warranty, guarantee, technical specifications and delivery information. To be considered for award, the Offeror shall submit a detailed description of how the offeror will meet the requirements as outlined in the Performance Work Statement.

(b) Volume II – SF 1449/Price Proposal Summary

i. The Offeror is required to submit a completed SF 1449 (Solicitation, Offer and Award) (including acknowledgment of Amendments), Pricing Schedule, and a completed copy of FAR provision 52.212-3 , Offeror Representations and Certifications (unless Offeror meets the criteria set forth in the System for Award Management (SAM) Registration pursuant to FAR 52.204-7), FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation with their offer.

Solicitation, Offer and Award (SF 1449)- Each base and option CLIN must have an associated price listed in the document. Section 30 must be filled out and signed by the vendor. The contractor shall acknowledge any amendments to the RFP in accordance with the instructions on the SF1449. Failure to acknowledge amendments could result in the offer being determined non-responsive.

ii. Pricing Proposal Summary (separate from the SF1449 and the technical proposal) – The Price proposal shall be submitted fully completed and error free. It shall contain the Offeror's prices for the established Contract Line Items Numbers (CLIN).

D. Unique Entity Identifier (UEI) / CAGE Code. The offeror shall obtain these said Codes and submit them to Contracting Center. Registration in the System for Award Management (SAM), if you are a US firm. Award cannot and shall not be made to an offeror without these codes.

E. Bid Preparation Costs. This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit(s) the Contracting Officer may request for the purpose of clarification of the offer. The Government may reject a proposal if it is found that any information that has a negative impact on the offeror's past performance record has been deleted, misrepresented, or withheld.

F. Protests received at a level higher than the contracting officer will be referred to the contracting officer. Protestor may request a review by the contracting officer or an independent review at a level higher than the contracting officer. Requests for appeals or independent review will be addressed to the contracting officer for referral to the review authority. Questions on this process will be referred to the cognizant contracting officer identified in the solicitation.

G. The non-FAR Part 12 discretionary FAR, DFARS, AFARS, and LOCAL provisions included herein are

incorporated into this solicitation either by reference or in full text. If incorporated by reference, see provision 52.252-1 herein for locations where full text can be found.

(End of Provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

**EVALUATION FACTORS FOR AWARD**

A. Basis for Contract Award.

1. This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 13, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation requirements, and whose proposal judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable (LPTA) offer.

2. Award will be made on a lowest price, technically acceptable basis. Discussions may be conducted whenever the Contracting Officer deems it appropriate. The contract will be awarded strictly in accordance with the criteria and process established in FAR Parts 12 and 13.

3. Trade-offs between price and non-price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price proposal, may be the grounds for eliminating a proposal from competition. The Government will evaluate proposed prices for reasonableness using price analysis techniques.

B. Evaluation Criteria.

1. Evaluation criteria consist of two factors – Technical and Price (see FAR 52.212 - Instructions, Conditions and Notices to the Offeror and the PWS). The proposals will be evaluated under one evaluation factor:

(a) Factor 1 - Technical. The Technical Factor evaluation provides an assessment of the offeror's capability to successfully satisfy the Government's minimum requirements. When evaluating this factor, Government assessment will focus on the offeror's ability develop and maintain an effective quality control program to ensure supplies are delivered and services are rendered in accordance with the PWS.

The Technical Factor will receive one of the adjectival ratings defined below. The factor rating will be used to determine an overall rating for the factor.

Table A - Technical Acceptable/Unacceptable Ratings

| TECHNICAL EVALUATION | |
|---|---|
| RATING | DESCRIPTION |
| Acceptable | Proposal clearly meets the minimum requirements of the solicitation. |
| Unacceptable | Proposal does not clearly meet the minimum requirements of the solicitation. |

(b) Factor 2 – Price. Price will not be rated or scored. The Offeror's price proposal will be assessed utilizing price analysis techniques at FAR Part 13 to establish a fair and reasonable price. The Government will evaluate its option to extend services (see FAR 52.217-8) by adding six (6) months of each Offeror's final price to the Offeror's total price. Thus, for the purpose of evaluation only, the offeror's total price will include the price offered for: the base period, first option period, second option period, third option period, fourth option period and addition price equal to six months of the fourth option. The Government may or may not choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the rates of that performance period.

(a) 2. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether

or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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"--

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

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

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern"--

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

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1001", 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 at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

127.300.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [ ___ ] is, [ ___ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the

name and unique entity identifier of each party to the joint venture: ___ .

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

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

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

___

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

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a

domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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

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

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

(2) Foreign End Products:

| Line Item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| ___ | ___ | ___ |
| ___ | ___ | ___ |
| ___ | ___ | ___ |

[List as necessary]

(3) Domestic end products containing a critical component:

| Line Item No. |
|---|
| ___ |
| ___ |
| ___ |

[List as necessary]

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

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

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

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

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

| Line Item No. | Country of origin |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

[List as necessary]

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

Other Foreign End Products:

| Line Item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| ___ | ___ | ___ |
| ___ | ___ | ___ |
| ___ | ___ | ___ |

[List as necessary]

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

| Line Item No. |
|---|
| ___ |
| ___ |
| ___ |

[List as necessary]

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

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

| Line Item No. |
|---|
| ___ |
| ___ |
| ___ |

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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 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. | Country of origin |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

[List as necessary]

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

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

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

Other End Products:

| Line Item No. | Country of origin |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting

Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

| Listed end product | Listed countries of origin |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

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

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

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

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

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

(2) ( ___ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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 CFR 1.6049-4;

( ___ ) Other ----------.

(5) Common parent.

( ___ ) Offeror is not owned or controlled by a common parent;

( ___ ) Name and TIN of common parent:

Name - ___ .
TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

(ii) It 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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[ ____ ] Yes or [ ____ ] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ___ .

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate*.]

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

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

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

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

_X_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

__ (6) [Reserved].

_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).

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

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

__ (11)

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

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

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

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

__ (14) [Reserved].

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

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

__ (17) [Reserved]

_X_ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

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

__ (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) ( 15 U.S.C. 637(d)(4)).

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

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

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

__ (v) Alternate IV (Jan 2025) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

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

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

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

__ (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

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

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small

Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

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

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

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

_X_ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

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

_X_ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

_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.

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

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

_X_ (39)(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

__ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

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

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

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

_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 (Jan 2025) of 52.225-3.

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

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

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

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

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

__ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( E.O. 13513).

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

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

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

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

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

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

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

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

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

__ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).

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

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

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

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

__ (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

*Alternate I* (Feb 2000). As prescribed in 12.301 (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (Oct 2025). As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( 5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

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

(D) 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).

(E) 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).

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

(G)__( *1*) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).

__(*2*) Alternate I (Dec 2023) 52.204-30.

(H) 52.219-8, Utilization of Small Business Concerns (Jan 2025) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(M) 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.

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

(O) __ *(1)* 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ *(2)* Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(P) 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).

(Q) 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).

(R) 52.222-54, Employment Eligibility Verification (Jan 2025) ( Executive Order 12989).

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

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

(U)__ *(1)* 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).

__ *(2)* Alternate I (Jan 2017) of 52.224-3.

(V) 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).

(W) 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.

(X) 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.

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

(Z) 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.

(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 before the contract expires.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 60 months.

(End of clause)

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1

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(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| *Field Name in WAWF* | *Data to be entered in WAWF* |
|---|---|
| Pay Official DoDAAC | HQ0490 |
| Issue By DoDAAC | W91QV1 |
| Admin DoDAAC** | W91QV1 |
| Inspect By DoDAAC | W23J51 |
| Ship To Code | W23J51 |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | W23J51 |
| Service Acceptor (DoDAAC) | W23J51 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | N/A |

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Jairus A. Slagle, COR, jairus.a.slagle.civ@army.mil

Darian R. Tippins Contract Specialist, darian.r.tippins.civ@army.mil

Jodi E. Woods Contracting Officer jodi.e.woods.civ@army.mil

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

(End of clause)

AFARS 5152.233-4000
5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Feb 2014) (LOCAL CLAUSE)

Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or email usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-Level Protest procedures are found at: http://www.amc.army.mil/amc/commandcounsel.html.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

(End of Clause)

AFARS 5132.702

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-4269
Daniel W. Simms Division of | Revision No.: 31
Director Wage Determinations| Date Of Last Revision: 12/03/2025

State: Maryland

Area: Maryland Counties of Frederick, 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

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| 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 |

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

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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 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))."