SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
70FBR626Q00000011

6. SOLICITATION ISSUE DATE
07/06/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Destiny Dyson

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME
07/14/2026 1000 CT

9. ISSUED BY CODE 70FBR6
FEMA REGION 06
DHSFEMA
REGION VI 800 NORTH LOOP 288
DENTON TX 76209-3606

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD: $12.5

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE FEMA R06
FEMA REGION VI
FEDERAL REGIONAL CENTER
800 NORTH LOOP 288
DENTON TX 76209-3606

16. ADMINISTERED BY CODE 70FBR6
FEMA REGION 06
DHSFEMA
REGION VI 800 NORTH LOOP 288
DENTON TX 76209-3606

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this Request for Quote is to seek quotes for the Ultra Service Plan for Galaxy with Warranty/Services in accordance with the Statement of Work. Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is being issued as a 100% small business set aside. This procurement will be evaluated under a Lowest Priced Technically Acceptable basis. The associated North American Industrial Classification System code for this procurement is 811310, with a small business size standard of $12.5 million in annual revenue. All questions shall be submitted to Contracting Officer, Destiny Dyson via email at Destiny.Dyson@fema.dhs.gov no later than 12:00 PM CT on July 13, 2026. Vendors who interested in responding to this solicitation shall submit their quote via email to Contracting Officer, Destiny Dyson, via email at Destiny.Dyson@fema.dhs.gov no later than the 10:00 AM CT on July 21, 2026. All inquiries and quotes st include "RFQ 70FBR626Q00000011: USP Galaxy" within the subject line of the submission. Quote Affordability: The Government seeks quotes with a total price less than $20,720.00. Quoters should not interpret this figure as a ceiling (or as a floor) on quotes; rather, this Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	information is provided as a courtesy to prospective quoters. The Government may select a quote for award with a price below, at, or exceeding this figure if it finds that quote provides the best value and funds are available. This contract is subject to the Service Contract Labor Standards (SCLS). The applicable DOL Wage Determination is WD 2015-5227, Revision 28, dated May 13, 2026, for Denton Country within the state of Texas. The period of performance shall begin on July 30, 2026, and conclude on July 29, 2027. Delivery: 07/30/2026 Period of Performance: 07/30/2026 to 07/29/2027				
0001	1 Year Advantage Ultra Service Plan for Galaxy VM 160 to 181kVA UPS, Single or Parallel Configurations in accordance with the Statement of Work. The part number is WADVULTRA-VM-18. The period of performance shall begin on July 30, 2026, and conclude on July 29, 2027. Product/Service Code: J061 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- ELECTRIC WIRE AND POWER DISTRIBUTION EQUIPMENT	1	EA		
0002	One-year, 4-hour response, 24x7 (7 days a week, 24 hours a day) upgrade to factory warranty or existing service contract for equipment rated 151–500 in accordance with the Statement of Work. The part number is WUPG4HR-UG-03. The period of performance shall begin on July 30, 2026, and conclude on July 29, 2027. Product/Service Code: J061 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- ELECTRIC WIRE AND POWER DISTRIBUTION EQUIPMENT The contractor shall review the Statement of Work and site conditions to determine if a Continued...	1	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	pre-contract audit or site visit is necessary to ensure compliance with technical requirements and successful performance. If the contractor determines that a pre-contract audit is required, the contractor shall conduct the audit at its own expense, including all associated costs such as travel, labor, and administrative support. The contractor shall coordinate any such audit or site visit with the Contracting Officer at least five (5) business days in advance. No separate payment will be made for pre-audit activities. The awardee shall provide the certificate of coverage no later than August 15, 2026.				

Department of Homeland Security (DHS)

Federal Emergency Management Agency

STATEMENT OF WORK (SOW) FOR:

FRC UPS Service Plan

Destiny Dyson, Contracting Officer

PROCUREMENT SENSITIVE INFORMATION

This document contains non-public information intended for use
on a need-to-know basis within FEMA only.

Please protect this document as procurement sensitive and handle accordingly.

Statement of Work (SOW) For

American Power Conversion (APC) Galaxy VM's UPS

1.0 GENERAL

1.1 BACKGROUND

Federal Emergency Management Agency (FEMA) – Region 6 replaced 6 Main Uninterruptable Power Supply (UPS) in 2021, located at 800 North Loop 288, Denton Texas 76209. The UPS is used to provide an uninterruptable power supply to the Region 6 Main Server Room and provide service for future power needs of devolution servers. The installation of the UPS included and extended 3-year warranty coverage with scheduled visits. The extended warranty coverage is near the term of services and Region VI is in continued need for preventive maintenance service and remedial repairs of the 160 KVA UPS.

Description of Equipment

Manufacturer APC
Model – Galaxy VM UPS Modular Battery Cabinet Narrow for 6 battery modules
SN - TBA_81427867
Location - 800 N. Loop 288, Denton Tx 76209

Manufacturer APC
Model - Galaxy VM UPS Modular Battery Cabinet wide for 12 battery modules
SN - U21923000025
Location - 800 N. Loop 288, Denton Tx 76209

Manufacturer APC
Model - Galaxy VM UPS Modular Battery Cabinet wide for 12 battery modules
SN - U21923000209
Location - 800 N. Loop 288, Denton Tx 76209

Manufacturer APC
Model - Galaxy VM UPS Modular Battery Cabinet wide for 12 battery modules
SN - U21923000341
Location - 800 N. Loop 288, Denton Tx 76209

Manufacturer APC
Model - Galaxy VM UPS Modular Battery Cabinet wide for 12 battery modules
SN - U21923000342
Location - 800 N. Loop 288, Denton Tx 76209

Manufacturer APC
Model - Galaxy VM 160 kVA UPS Single 480-208 V 65kAIC Start up 5x8
SN - U21942001018
Location - 800 N. Loop 288, Denton Tx 76209

1.2 SCOPE

The Contractor shall perform preventive maintenance as described in this Statement of Work. The purpose of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration when units are activated/running.

1.3 OBJECTIVE

Region 6 requires annual preventive maintenance and on-site remedial services. The vendor's service offering provides remedial repairs. The contactor shall contact Fema Region 6 to ensure that Region 6 is aware of the certified personnel's arrival. Additionally, the contractor shall contact the COR and schedule one preventive maintenance service visit during the yearly agreement.

1.3.1. Annual Preventive Maintenance Visit

Included as part of the Advantage Ultra Plan for Universal Power Supply (UPS) and/or Power Distribution Unit (PDU), the annual preventive maintenance visit provides a comprehensive visual, environmental, and electronic inspection of the UPS and/or PDU system to help ensure that components are performing to define technical and environmental specifications. This service includes all labor and travel expenses with an available 24x7 scheduling upgrade option.

1.3.2. On-site Remedial Services

The vendor will dispatch certified personnel to provide repairs in the event of a problem. Parts, labor, travel and priority access to spare parts are included. The Advantage Ultra Service Plan from the vendor is available with 3 different response time upgrade that best align with the needs of the Customer's installation: Next-Business Day (standard response time); 4-hour 7x24 Response Time Upgrade; 8-hour 7x24 Response Time Upgrade.

1.3.3 Pre-Contract Audits

Any Audits, inspections, or site visits that contractor required prior to contract award shall be conducted at the contractor's expense. The contractor shall bear all associated cost, including but not limited to travel, labor, and administrative support required to facilitate such audits.

2.0 SPECIFIC REQUIREMENTS/TASKS

Contractor shall provide enhanced on-site service 24-hour 7-day with a 4-hour completed or processed within a 4hour period turn around. All parts, travel, and labor will be included in the fixed price. Contractor will provide all materials, supervision, labor, tools, and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use appropriate safety protection while all work is performed. Any questions or injuries shall be brought to the attention of the Contracting Officer Representative (COR) and Safety officer immediately. The technician shall sign off on every task specified in the Statement of Work and will provide a copy of their report to the COR within five business days of each maintenance visit.

Federal Emergency Management Agency (FEMA) – Region 6 shall have priority access to supply chain for quick access to spare parts and as a part of the maintenance Service

2.1 TASK ONE. Annual Preventive Maintenance

Included as part of the Advantage Ultra Plan for UPS and/or PDU, the annual preventive maintenance visit provides a comprehensive visual, environmental, and electronic inspection of the UPS and/or PDU system to help ensure that components are performing to define technical and environmental specifications. This service includes all labor and travel expenses with an available 24x7 scheduling option. All specific activities include the following:

2.1.1 Contractor shall perform visual inspection. Inspect the UPS and/or PDU solution to verity that all system components are clean and functioning within designed specifications.

2.1.2 Contractor shall perform mechanical/electrical inspection. Inspect all power and control wire termination points as well as all UPS and/or PDU.

2.1.3 Contractor shall perform functional verification. Check UPS and/or PDU event and alarm logs. Verify that input, output and bypass voltage and current values are within designed Schneider Electric specifications. Verify transfer to on battery operation and transfer to and from static bypass. Check parallel operation performance.

2.1.5 Contractor shall implement updates. Verify and implement all required Field Advisories and Field Modifications. Check all circuit board revisions and update as required. Update the firmware of the equipment as recommended by the manufacturer.

2.1.6 Contractor shall deliver documentation. Deliver a graphical site report documenting UPS and/or PDU status and on-site activities within 10 days of visitation of facility. Recommend any additional service activities as required resulting from the Preventative Maintenance activities listed above.

2.2 TASK TWO. On-Site Remedial Service Deliverables

All personnel technicians at the location within a specified period of time to diagnose, repair, and test the system in the event of failure. All related labor, travel and parts will be included in the fixed cost within the context of such intervention.

2.2.1 Contractor shall check UPS and/or PDU status. Document the status of the UPS and/or PDU upon arrival to the site (i.e. on-line, on-battery, bypass or other etc.)

2.2.2 Contractor shall check UPS alarms. View event logs and display for alarms / information on the UPS.

2.2.3 Contractor shall diagnose and troubleshoot reported issues as required.

2.2.4 Contractor shall repair and replace any defective parts and repair the system as required at the contractors expense.

2.2.5 Contractor shall test, and complete functional tests conducted after corrective action is taken.

2.2.6 Contractor shall prepare and deliver reports. Describe the problem and explain the corrective action taken. A detailed report will be provided within 10 days of site visitation.

2.3 Operational Requirements

2.3.1 Services performed by the contractor will be executed during hours Monday through Friday 8:00 am to 5:00 pm weekly, local time, unless specified.

2.3.2 Hours of Operation for Technical Support are Country specific and include either 24/7 or business hours coverage.

2.3.3 Contractor preventative maintenance upgrades shall be available 24x7. On-site response upgrades to 8-hour or 4-hour available. The 4-hour on-site response upgrade should be available at the 800 North Loop 288, Denton, Texas 76209 location.

2.3.4 Certified Contractor Personnel is required to arrive on site within 4-hour when called on site when FEMA deems, and on-site visit is necessary.

2.3.5 The contractor will meet the pre-determined scheduled service date. Manage and coordinate scheduling of the preventive services or other needed interventions.

2.3.6 The contractor shall perform services to manufacturer specifications and conform to National Electrical Code (NEC), National Electric Safety Code (NESC) and Occupational Safety, Health Administration (OSHA) regulations, and Denton Municipal Electric regulations.

2.3.7 As part of the on-site remedial service such as perform all the defined maintenance service tasks: Submit site the maintenance forms to FEMA. Identify and document open contractor and/or customer issues.

3.0 CONTRACTOR PERSONNEL

Contractors should be certified technicians and trained on American Power Conversion (APC) Galaxy VM's. The technicians should have Schneider Electric Advanced Operator Training for Galaxy VM and hold Electrical Power Testing Certifications (NICET).

3.1 Qualified Personnel

The contractor shall furnish qualified personnel to perform all task outlined in this Statement of Work (SOW), ensuring that all work is conducted in accordance with the applicable standards and specifications.

3.2 Continuity of Support

The Contractor shall ensure that the contractually required level of support for this requirement is always maintained. The Contractor shall ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the Contracting Officer's Representative (COR) 24 hours prior to employee absence. Otherwise, the Contractor shall provide a fully qualified replacement.

3.3 Employee Identification

3.3.1 The contractor shall submit the names and required identification detail of all personnel scheduled to enter Government facilities no less than three (3) business days in advance of the visit for security processing and approval. FEMA is authorized to collect the information requested on this form pursuant to 40 U.S.C § 13159 to protect the buildings, grounds, and property owned, occupied, or secured by the Federal Government, and the persons on the property. FEMA is requesting this information to collect and maintain records related to the Department's facility and perimeter access control, including access to DHS information technology and access to

facilities, as well as visitor security and management. FEMA will use this information to support the Department's efforts related to protecting DHS facilities and operating the visitor management program.

3.3.2 Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

3.4 Employee Conduct

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

3.5 Removing Employees for Misconduct or Security Reasons

The Government may, at its sole discretion (via the Contracting Officer*), direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

3.6 Security

Contractor access to unclassified, but Security Sensitive Information may be required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

The following security requirements and clauses apply to all contractor personnel under this contract:

- HSAR 3052.204-71 Contractor Employee Access
- HSAR 3052.204-71 Contractor Employee Access ALT II
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
  The Contractor shall comply with personal identity verification requirements for all personnel requiring access to government facilities and information systems.
- FAR 52.224-1 Privacy Act Notification (APR 1984)
  The Contractor is notified that the Privacy Act of 1974 applies to any records maintained or accessed under this contract.
- FAR 52.224-2 Privacy Act (APR 1984)
  The Contractor shall comply with the requirements of the Privacy Act regarding the collection, use, and safeguarding of personally identifiable information.

All contractor employees requiring access to government facilities or information systems must be processed in accordance with DHS and FEMA security procedures, including background checks and issuance of government identification badges. Contractor personnel shall wear government-issued badges above the waist and identify themselves as contractors at all times while onsite.

Contractor employees shall comply with all applicable government regulations, policies, and procedures regarding fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of DHS uniforms, and

possession of weapons. The Contractor shall ensure employees present a professional appearance and conduct themselves in a manner that does not reflect discredit on the United States or the Department of Homeland Security.

The Government may, at its sole discretion, direct the Contractor to remove any employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract.

Contractor access to unclassified but Security Sensitive Information (SSI), Sensitive Personal Information (SPII), Law Enforcement Sensitive (LES), and For Official Use Only (FOUO) information may be required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

3.7 Period of Performance

The period of performance for this purchase order one year (July 30, 2026 until July 29, 2027).

3.8 Place of Performance

The primary place of performance will be the Contractor's facilities with frequent visits to Fema Region VI at 800 North Loop 288, Denton Texas 76209.

3.9 Hours of Operation

Contractor employees shall generally perform all work between the hours of 8:00 and 5:00pm CST, Monday through Friday (except Federal holidays). However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this SOW.

4.0 Travel

Contractor travel shall not be required for this requirement.

4.1 Section 508 Compliance

Any SOW that includes requirements for Electronic and Information Technology (EIT) must include a Section 508 compliance section to clearly identify applicable EIT accessibility standards or exceptions from Section 508. To develop appropriate Section 508 compliance language use the Office of Accessible Systems & Technology's DHS Accessibility Requirements Tool (DART). Based upon your specific requirements and answers to basic questions, the DART tool will generate Section 508 related language specific to your SOW that can easily be cut and pasted into your document. The DART tool can be found at:

http://dhsconnect.dhs.gov/org/comp/mgmt/cio/oast/Documents/DART1_5_2_strict.html

Additional guidance can be found by contacting the DHS Accessibility Help Desk at 202-447-0440 or by email at accessibility@hq.dhs.gov.

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to

as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at http://www.access-board.gov/ or at http://www.section508.gov.

4.2 Contractor Furnished Property

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in SOW 2.0 and SOW 6.0.

4.3 Government Acceptance Period

The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions. The COR will have 5 business days to review deliverables and make comments. The Contractor shall have 5 business days to make corrections and redeliver. All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

A - Solicitation/Contract Form 5
B - Supplies or Services/Prices 5
C - Description/Specifications 5
D - Packaging and Marking 5
E - Inspection and Acceptance 5
F - Deliveries or Performance 5
G - Contract Administration Data 5
H - Special Contract Requirements 5
I - Contract Clauses 10
J - List of Documents, Exhibits and Other Attachments 14
K - Representations, Certifications, and Other Statements of Bidders 14
L - Instructions,Conditions, and Notices to Bidders 16
M - Evaluation Factors for Award 18

A - Solicitation/Contract Form

B - Supplies or Services/Prices

C - Description/Specifications

D - Packaging and Marking

E - Inspection and Acceptance

F - Deliveries or Performance

G - Contract Administration Data

H - Special Contract Requirements

Contractor Employee Access (NOV 2025) - Alternate II (NOV 2025)

(a) Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116-283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the

missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);

(B) Date of birth (month, day, and year);

(C) Citizenship or immigration status;

(D) Ethnic or religious affiliation;

(E) Sexual orientation;

(F) Criminal history;

(G) Medical information; and

(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

Contractor Employee Access (NOV 2025)

(a) Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116-283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);

(B) Date of birth (month, day, and year);

(C) Citizenship or immigration status;

(D) Ethnic or religious affiliation;

(E) Sexual orientation;

(F) Criminal history;

(G) Medical information; and

(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

(End of clause)

AI Language

The Contractor will not use or deploy the use of Artificial Intelligence, as defined by 15 U.S.C. 9401(3), unless expressly authorized by the Contracting Officer.

The term 'artificial intelligence' means a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments. Artificial intelligence systems use machine and human-based inputs to –

(A) perceive real and virtual environments;

(B) abstract such perceptions into models through analysis in an automated manner; and

(C) use model inference to formulate options for information or action.

I - Contract Clauses

3052.242-72 Contracting Officer's Representative. (DEC 2003)

52.204-25 DEVIATION PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)

(a) Definitions. As used in this clause—

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

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means–

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

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

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

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

"Critical technology" means–

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer’s Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer’s Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

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

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

equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

SUBPART 3.9 WHISTLEBLOWER PROTECTIONS FOR CONTRACTOR EMPLOYEES

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

52.204-7 System for Award Management-Registration. (NOV 2024) (Deviation AUG 2025)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation Effective Date)

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation AUG 2025)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation OCT 2025)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

52.233-3 Protest after Award. (AUG 1996) (Deviation AUG 2025)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation AUG 2025)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (Deviation Effective Date)

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date

K - Representations, Certifications, and Other Statements of Bidders

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

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

(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)

L - Instructions,Conditions, and Notices to Bidders

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation AUG 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

M - Evaluation Factors for Award

52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (Deviation AUG 2025)

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

Lowest Price Technically Acceptable (LPTA):
Award will be made to the lowest-priced offeror whose quotation is technically acceptable and fully conforms to the solicitation requirements.

The following factors shall be used to evaluate offers:

- Technical Acceptability: The offer must meet all mandatory specifications as outlined in the Statement of Work and solicitation documents. Technical acceptability will be evaluated on a pass/fail basis.
- Price: Price will be evaluated for those offers determined to be technically acceptable.

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

(c) *Notice of award*. A written notice of award or acceptance of an offer 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)

"

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

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

Daniel W. Simms
Director

Division of Wage Determinations

Wage Determination No.: 2015-5227
Revision No.: 28
Date Of Last Revision: 5/13/2026

State: Texas

Area: Texas Counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman and Rockwall

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.73
01012 - Accounting Clerk II		22.14
01013 - Accounting Clerk III		24.77
01020 - Administrative Assistant		37.35
01035 - Court Reporter		27.34
01041 - Customer Service Representative I		16.61
01042 - Customer Service Representative II		18.12
01043 - Customer Service Representative III		20.34
01051 - Data Entry Operator I		17.44
01052 - Data Entry Operator II		19.03
01060 - Dispatcher, Motor Vehicle		22.57
01070 - Document Preparation Clerk		18.70
01090 - Duplicating Machine Operator		18.70
01111 - General Clerk I		16.40
01112 - General Clerk II		17.90
01113 - General Clerk III		20.09
01120 - Housing Referral Assistant		24.98
01141 - Messenger Courier		18.20
01191 - Order Clerk I		19.31
01192 - Order Clerk II		21.07
01261 - Personnel Assistant (Employment) I		19.75
01262 - Personnel Assistant (Employment) II		22.09
01263 - Personnel Assistant (Employment) III		24.62
01270 - Production Control Clerk		26.43
01290 - Rental Clerk		17.40
01300 - Scheduler, Maintenance		20.03
01311 - Secretary I		20.03
01312 - Secretary II		22.41
01313 - Secretary III		24.98
01320 - Service Order Dispatcher		20.18
01410 - Supply Technician		37.35
01420 - Survey Worker		21.67
01460 - Switchboard Operator/Receptionist		17.54
01531 - Travel Clerk I		21.10
01532 - Travel Clerk II		23.67
01533 - Travel Clerk III		26.35
01611 - Word Processor I		18.10
01612 - Word Processor II		20.32
01613 - Word Processor III		22.73
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.94
05010 - Automotive Electrician		24.33
05040 - Automotive Glass Installer		23.07
05070 - Automotive Worker		23.07
05110 - Mobile Equipment Servicer		20.09
05130 - Motor Equipment Metal Mechanic		25.62
05160 - Motor Equipment Metal Worker		23.07
05190 - Motor Vehicle Mechanic		25.62
05220 - Motor Vehicle Mechanic Helper		18.35
05250 - Motor Vehicle Upholstery Worker		21.81
05280 - Motor Vehicle Wrecker		23.07
05310 - Painter, Automotive		24.33
05340 - Radiator Repair Specialist		23.07
05370 - Tire Repairer		17.87
05400 - Transmission Repair Specialist		25.62
07000 - Food Preparation And Service Occupations		

07010 - Baker		16.14
07041 - Cook I		17.13
07042 - Cook II		19.68
07070 - Dishwasher		14.82
07130 - Food Service Worker		14.54
07210 - Meat Cutter		17.60
07260 - Waiter/Waitress		12.96
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		23.46
09040 - Furniture Handler		12.67
09080 - Furniture Refinisher		20.62
09090 - Furniture Refinisher Helper		15.56
09110 - Furniture Repairer, Minor		18.49
09130 - Upholsterer		18.68
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		15.23
11060 - Elevator Operator		16.61
11090 - Gardener		24.30
11122 - Housekeeping Aide		16.61
11150 - Janitor		16.61
11210 - Laborer, Grounds Maintenance		18.08
11240 - Maid or Houseman		15.21
11260 - Pruner		15.97
11270 - Tractor Operator		22.20
11330 - Trail Maintenance Worker		18.08
11360 - Window Cleaner		18.81
12000 - Health Occupations		
12010 - Ambulance Driver		20.65
12011 - Breath Alcohol Technician		26.71
12012 - Certified Occupational Therapist Assistant		38.45
12015 - Certified Physical Therapist Assistant		37.56
12020 - Dental Assistant		22.52
12025 - Dental Hygienist		44.25
12030 - EKG Technician		30.40
12035 - Electroneurodiagnostic Technologist		30.40
12040 - Emergency Medical Technician		20.65
12071 - Licensed Practical Nurse I		23.88
12072 - Licensed Practical Nurse II		26.71
12073 - Licensed Practical Nurse III		29.77
12100 - Medical Assistant		19.31
12130 - Medical Laboratory Technician		28.50
12160 - Medical Record Clerk		21.64
12190 - Medical Record Technician		24.21
12195 - Medical Transcriptionist		19.66
12210 - Nuclear Medicine Technologist		49.62
12221 - Nursing Assistant I		14.59
12222 - Nursing Assistant II		16.42
12223 - Nursing Assistant III		17.92
12224 - Nursing Assistant IV		20.11
12235 - Optical Dispenser		19.50
12236 - Optical Technician		18.01
12250 - Pharmacy Technician		21.78
12280 - Phlebotomist		21.45
12305 - Radiologic Technologist		38.14
12311 - Registered Nurse I		29.38
12312 - Registered Nurse II		35.93
12313 - Registered Nurse II, Specialist		35.93
12314 - Registered Nurse III		43.47
12315 - Registered Nurse III, Anesthetist		43.47
12316 - Registered Nurse IV		52.12
12317 - Scheduler (Drug and Alcohol Testing)		33.09
12320 - Substance Abuse Treatment Counselor		27.74
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		22.72
13012 - Exhibits Specialist II		28.14
13013 - Exhibits Specialist III		34.41
13041 - Illustrator I		24.95
13042 - Illustrator II		30.91
13043 - Illustrator III		36.88
13047 - Librarian		33.40
13050 - Library Aide/Clerk		15.50
13054 - Library Information Technology Systems Administrator		30.16
13058 - Library Technician		18.71
13061 - Media Specialist I		21.77
13062 - Media Specialist II		24.35
13063 - Media Specialist III		27.13
13071 - Photographer I		19.31
13072 - Photographer II		21.60
13073 - Photographer III		26.75
13074 - Photographer IV		32.73
13075 - Photographer V		39.61
13090 - Technical Order Library Clerk		19.46
13110 - Video Teleconference Technician		24.44
14000 - Information Technology Occupations		
14041 - Computer Operator I		24.21
14042 - Computer Operator II		27.07
14043 - Computer Operator III		30.19
14044 - Computer Operator IV		33.55
14045 - Computer Operator V		37.15
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		24.21
14160 - Personal Computer Support Technician		33.55
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.79
15020 - Aircrew Training Devices Instructor (Rated)		46.93
15030 - Air Crew Training Devices Instructor (Pilot)		56.27
15050 - Computer Based Training Specialist / Instructor		38.79
15060 - Educational Technologist		37.48
15070 - Flight Instructor (Pilot)		56.27
15080 - Graphic Artist		30.51
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		56.27
15086 - Maintenance Test Pilot, Rotary Wing		56.27
15088 - Non-Maintenance Test/Co-Pilot		56.27
15090 - Technical Instructor		27.43
15095 - Technical Instructor/Course Developer		33.55
15110 - Test Proctor		22.14
15120 - Tutor		22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.53
16030 - Counter Attendant		12.53
16040 - Dry Cleaner		16.10
16070 - Finisher, Flatwork, Machine		12.53
16090 - Presser, Hand		12.53
16110 - Presser, Machine, Drycleaning		12.53
16130 - Presser, Machine, Shirts		12.53
16160 - Presser, Machine, Wearing Apparel, Laundry		12.53
16190 - Sewing Machine Operator		17.07
16220 - Tailor		18.34
16250 - Washer, Machine		13.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.48
19040 - Tool And Die Maker		29.58
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.79
21030 - Material Coordinator		26.43
21040 - Material Expediter		26.43
21050 - Material Handling Laborer		18.41
21071 - Order Filler		17.46
21080 - Production Line Worker (Food Processing)		22.79
21110 - Shipping Packer		19.41
21130 - Shipping/Receiving Clerk		19.41
21140 - Store Worker I		14.64
21150 - Stock Clerk		21.22
21210 - Tools And Parts Attendant		22.79
21410 - Warehouse Specialist		22.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		44.48
23019 - Aircraft Logs and Records Technician		36.13
23021 - Aircraft Mechanic I		42.44
23022 - Aircraft Mechanic II		44.48
23023 - Aircraft Mechanic III		46.54
23040 - Aircraft Mechanic Helper		30.41
23050 - Aircraft, Painter		40.30
23060 - Aircraft Servicer		36.13
23070 - Aircraft Survival Flight Equipment Technician		40.30
23080 - Aircraft Worker		38.22
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		38.22
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		42.44
23110 - Appliance Mechanic		23.07
23120 - Bicycle Repairer		20.03
23125 - Cable Splicer		37.43
23130 - Carpenter, Maintenance		23.28
23140 - Carpet Layer		22.33
23160 - Electrician, Maintenance		27.77
23181 - Electronics Technician Maintenance I		29.74
23182 - Electronics Technician Maintenance II		31.36
23183 - Electronics Technician Maintenance III		33.03
23260 - Fabric Worker		26.87
23290 - Fire Alarm System Mechanic		24.37
23310 - Fire Extinguisher Repairer		22.75
23311 - Fuel Distribution System Mechanic		24.16
23312 - Fuel Distribution System Operator		18.94
23370 - General Maintenance Worker		22.49
23380 - Ground Support Equipment Mechanic		42.44
23381 - Ground Support Equipment Servicer		36.13
23382 - Ground Support Equipment Worker		38.22
23391 - Gunsmith I		22.75
23392 - Gunsmith II		26.13
23393 - Gunsmith III		29.01
23410 - Heating, Ventilation And Air-Conditioning Mechanic		27.73
23411 - Heating, Ventilation And Air Contidioning		

Mechanic (Research Facility)		29.06
23430 - Heavy Equipment Mechanic		29.88
23440 - Heavy Equipment Operator		24.08
23460 - Instrument Mechanic		27.95
23465 - Laboratory/Shelter Mechanic		27.55
23470 - Laborer		18.41
23510 - Locksmith		23.89
23530 - Machinery Maintenance Mechanic		30.23
23550 - Machinist, Maintenance		27.59
23580 - Maintenance Trades Helper		18.78
23591 - Metrology Technician I		27.95
23592 - Metrology Technician II		29.30
23593 - Metrology Technician III		30.67
23640 - Millwright		30.29
23710 - Office Appliance Repairer		22.10
23760 - Painter, Maintenance		21.42
23790 - Pipefitter, Maintenance		30.56
23810 - Plumber, Maintenance		29.02
23820 - Pneudraulic Systems Mechanic		29.01
23850 - Rigger		26.44
23870 - Scale Mechanic		26.13
23890 - Sheet-Metal Worker, Maintenance		27.32
23910 - Small Engine Mechanic		24.18
23931 - Telecommunications Mechanic I		29.53
23932 - Telecommunications Mechanic II		30.96
23950 - Telephone Lineman		31.33
23960 - Welder, Combination, Maintenance		23.70
23965 - Well Driller		27.31
23970 - Woodcraft Worker		29.01
23980 - Woodworker		22.75
24000 - Personal Needs Occupations		
24550 - Case Manager		22.16
24570 - Child Care Attendant		14.31
24580 - Child Care Center Clerk		17.84
24610 - Chore Aide		12.14
24620 - Family Readiness And Support Services Coordinator		22.16
24630 - Homemaker		22.16
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		34.68
25040 - Sewage Plant Operator		24.66
25070 - Stationary Engineer		34.68
25190 - Ventilation Equipment Tender		24.85
25210 - Water Treatment Plant Operator		24.66
27000 - Protective Service Occupations		
27004 - Alarm Monitor		26.12
27007 - Baggage Inspector		16.41
27008 - Corrections Officer		28.02
27010 - Court Security Officer		29.74
27030 - Detection Dog Handler		18.61
27040 - Detention Officer		28.02
27070 - Firefighter		31.46
27101 - Guard I		16.41
27102 - Guard II		18.61
27131 - Police Officer I		39.56
27132 - Police Officer II		43.97
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		18.90
28042 - Carnival Equipment Repairer		20.68
28043 - Carnival Worker		13.59
28210 - Gate Attendant/Gate Tender		18.43
28310 - Lifeguard		13.98
28350 - Park Attendant (Aide)		20.62
28510 - Recreation Aide/Health Facility Attendant		15.05
28515 - Recreation Specialist		25.54
28630 - Sports Official		16.42
28690 - Swimming Pool Operator		23.76
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		34.00
29020 - Hatch Tender		34.00
29030 - Line Handler		34.00
29041 - Stevedore I		32.14
29042 - Stevedore II		35.85
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	50.09
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	34.53
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	38.03
30021 - Archeological Technician I		20.07
30022 - Archeological Technician II		22.40
30023 - Archeological Technician III		27.75
30030 - Cartographic Technician		27.75
30040 - Civil Engineering Technician		31.93
30051 - Cryogenic Technician I		30.30
30052 - Cryogenic Technician II		33.46
30061 - Drafter/CAD Operator I		20.07
30062 - Drafter/CAD Operator II		22.40
30063 - Drafter/CAD Operator III		24.97
30064 - Drafter/CAD Operator IV		30.73
30081 - Engineering Technician I		19.32

30082 - Engineering Technician II		21.67
30083 - Engineering Technician III		24.23
30084 - Engineering Technician IV		30.03
30085 - Engineering Technician V		36.74
30086 - Engineering Technician VI		44.45
30090 - Environmental Technician		25.52
30095 - Evidence Control Specialist		27.36
30210 - Laboratory Technician		29.42
30221 - Latent Fingerprint Technician I		28.73
30222 - Latent Fingerprint Technician II		31.74
30240 - Mathematical Technician		33.58
30361 - Paralegal/Legal Assistant I		23.64
30362 - Paralegal/Legal Assistant II		29.28
30363 - Paralegal/Legal Assistant III		35.81
30364 - Paralegal/Legal Assistant IV		43.33
30375 - Petroleum Supply Specialist		33.46
30390 - Photo-Optics Technician		27.75
30395 - Radiation Control Technician		33.46
30461 - Technical Writer I		31.09
30462 - Technical Writer II		38.02
30463 - Technical Writer III		45.99
30491 - Unexploded Ordnance (UXO) Technician I		31.83
30492 - Unexploded Ordnance (UXO) Technician II		38.52
30493 - Unexploded Ordnance (UXO) Technician III		46.16
30494 - Unexploded (UXO) Safety Escort		31.83
30495 - Unexploded (UXO) Sweep Personnel		31.83
30501 - Weather Forecaster I		30.30
30502 - Weather Forecaster II		36.85
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.97
30621 - Weather Observer, Senior	(see 2)	27.36
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		38.52
31020 - Bus Aide		18.10
31030 - Bus Driver		26.39
31043 - Driver Courier		19.61
31260 - Parking and Lot Attendant		14.52
31290 - Shuttle Bus Driver		18.53
31310 - Taxi Driver		13.24
31361 - Truckdriver, Light		21.46
31362 - Truckdriver, Medium		23.30
31363 - Truckdriver, Heavy		27.51
31364 - Truckdriver, Tractor-Trailer		27.51
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		18.78
99030 - Cashier		14.03
99050 - Desk Clerk		15.22
99095 - Embalmer		26.70
99130 - Flight Follower		31.83
99251 - Laboratory Animal Caretaker I		16.42
99252 - Laboratory Animal Caretaker II		17.97
99260 - Marketing Analyst		37.40
99310 - Mortician		26.46
99410 - Pest Controller		23.68
99510 - Photofinishing Worker		16.40
99710 - Recycling Laborer		25.54
99711 - Recycling Specialist		31.37
99730 - Refuse Collector		22.57
99810 - Sales Clerk		15.30
99820 - School Crossing Guard		15.93
99830 - Survey Party Chief		31.25
99831 - Surveying Aide		18.73
99832 - Surveying Technician		24.00
99840 - Vending Machine Attendant		17.37
99841 - Vending Machine Repairer		21.84
99842 - Vending Machine Repairer Helper		17.37

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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