SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912NW26QA048	12 AUG 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	EDWARD CHILSON	(361)961-2565	20 AUG 2026 12:00 PM

9. ISSUED BY CODE W912NW

W6QK CCAD CONTR OFF
KO CONTRACTING OFFICE, BLDG 129 MS 7 308 CRECY ST
CORPUS CHRISTI, TX 78419-5260
UNITED STATES
EDWARD CHILSON, EMAIL: EDWARD.A.CHILSON.CIV@MAIL.MIL TELEPHONE: (361)961-2565

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD: USD 12,000,000.00

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
SEE SECTION G - CONTRACT ADMINISTRATION DATA

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

☒ 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 ☒ ARE ☐ ARE NOT ATTACHED

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

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

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

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

Section A - Solicitation/Contract Form

Instrument Name: Engine test cell #4 PLC upgrade

Product Service Code : J036

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Install PLC upgrade for engine test cell #4 as per PWS Product Service Code: J036 Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS)

FOR

Engine Test Cell 4 PLC Upgrade

PART 1

GENERAL INFORMATION

1.0 General: This is a non-personal service contract to Upgrade the GE Fanuc 90-30 PLC in Engine Test Cell 4 to a new Allen-Bradley CompactLogix 1769 Series PLC. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Scope: The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, quality control, and other items and non-personal services necessary to complete the following project objectives. Project will include onsite integration of the new Allen-Bradley Compact Logix 1769 Series PLC system in Engine Test Cell 4. The contractor shall provide newly created drawings showing all wiring from terminal strip to module edge connectors in PDF and DWG format.

1.2 Background: The GE Fanuc 90-30 PLC is obsolete and unsupportable. If the PLC were to fail, Engine Test Cell 4 would be down indefinitely.

1.3 Description of Services: The Contractor shall provide the following project objectives:

1.3.1. Contractor shall transpose existing PLC ladder logic into RSLogix5000/Studio 5000 to ensure the upgraded control system mimics the current operational functionality. This program shall be provided to CCAD.

1.3.2. Contractor shall create CAD drawings reflecting Allen-Bradley CompactLogix installation including all wiring from the terminal strip to the module edge connectors. The drawings shall be provided in PDF and DWG formats.

1.3.3. The Contractor shall remove the existing GE Fanuc 90-30 PLC.

1.3.4. The contractor shall install the new Allen-Bradley CompactLogix 1769 Series PLC utilizing existing wiring where possible and adding additional wiring, terminals, breakers, fuses, labels, and panel building materials as needed.

1.3.5. The contractor shall conduct operational checks to verify functionality of all PLC related controls.

1.3.6. If an alternative PLC is used, the contractor shall provide a full perpetual software license to include all applicable source coding, cables to connect to a laptop, spare parts, and training on PLC programming.

1.3.6.1 In addition, the new PLC will require commissioning and tie-in to existing equipment which shall not constitute a change order or additional funds soley due to changing of equipment brand-name.

1.4 Period of Performance (POP): The period of performance shall be for sixty (60) calendar days.

1.5 General Information:

1.5.1 Quality Control (QC): The Contractor shall develop and maintain an effective QC Program (QCP) to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the Contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary.

1.5.2 Quality Assurance (QA): The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The Government will evaluate the Contractor's performance under this contract in accordance with the Performance Requirements Summary, See Part 7.1; attachment 1.

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

New Year's Day Labor Day

Martin Luther King Jr.'s Birthday Columbus Day

President's Day Veteran's Day

Memorial Day Thanksgiving Day

Juneteenth National Independence Day Christmas Day

Independence Day

1.5.4 Hours of Operation: The Contractor shall provide services between the hours of 0700 - 1700 hours Monday thru Friday, except on US Holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. For other than firm fixed price contracts, the Contractor shall

not be reimbursed when the Government facility is closed for the above reasons. The Contractor shall always maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed. Extended hours may be worked when approved by the government and at no additional cost to the government.

1.5.5 Place of Performance: Performance for work under this contract shall be at Corpus Christi Army Depot, 308 Crecy Street, Corpus Christi, Texas.

1.5.6 Security Requirements: See Part 7.3; attachment 3.

1.6 Safety Requirements:

1.6.1 The Contractor shall comply with FAR 52.236-13, Accident Prevention (November 1991).

1.6.2. The Contractor shall conduct all work in a safe manner and in compliance with Federal, State, Local, Department of Defense, Army, and Depot regulations and national consensus standards.

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

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

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

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

PART 2

DEFINITIONS & ACRONYMS

2.0 DEFINITIONS AND ACRONYMS:

2.1 Definitions:

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

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

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

2.1.3.1 TECHNICAL OFFICER'S REPRESENTATIVE (COTR). An employee of the U.S. Government assisting the COR in technical matters outside his expertise such as functional checks regarding water and air volume flows at various speeds, proper fill material installation and structural support, engineering drawings review, component shop submittals etc.

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

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

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

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

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

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

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

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

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

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

2.2 Acronyms:

AR Army Regulation

AQL Acceptable Quality Level

CAD Computer Aided Design

CCAD Corpus Christi Army Depot

CFR Code of Federal Regulations

COR Contracting Officer's Representative

DA Department of the Army

DD250 Department of Defense Form 250 Receiving Report

DD254 Department of Defense Form 254 Contract Security Requirement List

DFARS Defense Federal Acquisition Regulation Supplement

DMWR Depot Maintenance Work Requirement

DOD Department of Defense

FAR Federal Acquisition Regulation

IAW In Accordance With

JTR Joint Travel Regulation

KO Contracting Officer

NA Not Applicable

NFPA National Fire Protection Association

PDF Portable Document Format

PIPO Phase In/Phase Out

PLC Programable Logic Controller

POC Point of Contact

POP Period of Performance

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QAP Quality Assurance Program

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program

TE Technical Exhibit

TEEB Test Equipment Engineering Branch

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT AND SERVICES

3.0 GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Facilities: The Government will provide access to and the necessary workspace to perform the tasks as outlined in the PWS.

3.2 Equipment: The Government will provide access to Engine Test Cell 4 as needed to complete PWS. As Engine Test Cell 4 is an active test cell, access will need to be coordinated with CCAD production.

3.3 Materials: Not Applicable.

3.4 Services: The Government will provide COR/Project engineer to be available during the project to coordinate, perform, verify, and accept the requirements of the PWS.

3.5 Utilities: The Government will provide all utilities available in the facility for the Contractor's use in the performance of this contract. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.0 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

4.2 Secret Facility Clearance: Not Applicable.

4.3 Materials/Equipment: The contractor shall furnish all required materials, supplies, equipment, and tools of the trade to perform the project as defined in this PWS.

4.4 Standard Warranty: No warranty.

PART 5

SPECIFIC TASKS

5.0 REQUIREMENTS:

5.1 Basic Services: The Contractor shall furnish all labor, parts, material, and equipment to successfully upgrade the PLC in Engine Test Cell 4.

5.2 Task/Requirement:

5.2.1 Contractor shall remove GE Fanuc 90-30 PLC.

5.2.2 Contractor shall install new Allen-Bradley CompactLogix 1769 Series PLC system.

5.2.3 Contractor shall program the new Allen-Bradley CompactLogix 1769 Series PLC system to function like removed system.

5.2.4 Contractor shall verify functionality of all PLC related controls.

5.2.5. If an alternative PLC is used, the contractor shall provide a perpetual software license, cables to connect to a laptop, spare parts, and training on PLC programming.

PART 6

APPLICABLE PUBLICATIONS

6.0 APPLICABLE PUBLICATIONS

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

Line Item Publication Mandatory (M) or Advisory (A) Website

1 Occupational Safety and Health Administration (OHSA) Part 1910 Occupational Safety and Health Standards M https://www.osha.gov/

2 NFPA 70 National Electrical Code M http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=70

3 EM 385-1-1, Safety and Health Requirements Manual, 2014 version M https://usace.contentdm.oclc.org/digital/collection/p16021coll9/id/51/rec/248

4 Occupational Safety and Health Administration (OHSA) Part 1926 Safety and Health

Regulations For Construction M https://www.osha.gov/

5 NFPA 70E Standard for Electrical Safety in the Workplace M http://catalog.nfpa.org/NFPA-70E-Standard-for-Electrical-Safety-in-the-Workplace-2015-Edition-P1197.aspx?icid=D482

6 Unified Facilities Criteria (UFC) 3-561-01 Electrical Safety, O & M M Copy available from COR

7 Security Requirements M Attachment 3

8 CCAD Reg. 385.30 CCAD Safety Program M Copy available from COR

PART 7

ATTACHMENTS/TECHNICAL EXHIBITS

7.0 Attachment/Technical Exhibit List: (List all attachments and technical exhibits that will be useful for the Contractor to submit an appropriate proposal).

7.1 Attachment 1 / Technical Exhibit 1: Performance Requirements Summary

7.2 Attachment 2 / Technical Exhibit 2: Deliverables Schedule

7.3 Attachment 3 / Technical Exhibit 3: Security Requirements

ATTACHMENT 1 / TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

PWS Paragraph Task Performance Standard Acceptable Quality

Levels (AQL) Surveillance Method /

By Whom

5.2.1 Remove GE Fanuc 90-30 PLC. Install and Test 100% Inspection by COR or TEEB representative.

On time inspection.

5.2.2 Install Allen-Bradley CompactLogix 1769 Series PLC system. Install and Test 100% Inspection by COR or TEEB representative.

On time inspection.

5.2.3 Program Allen-Bradley CompactLogix 1769 Series PLC system to function like removed system. Install and Test 100% Inspection by COR or TEEB representative.

On time inspection.

5.2.4 Verify functionality of all PLC related controls. Install and Test 100% Inspection by COR or TEEB representative.

On time inspection.

ATTACHMENT 2 / TECHNICAL EXHIBIT 2

Deliverables Schedule

Deliverable Frequency Number of Copies Medium/Format Submit To

Allen-Bradley CompactLogix 1769 Series Main Rack and Expansion Rack Within 40 days of contract award 1 Physical Item COR/TEEB Representative

CAD Drawings End of Contract 1 CD-ROM/ Digital on Computer COR/TEEB Representative

PLC Program End of Contract 1 CD-ROM/ Digital on Computer COR/TEEB Representative

Perpetual Software License (If alternative PLC is used) End of Contract 1 CD-ROM/ Digital on Computer COR/TEEB Representative

Cables to Connect to Laptop (If alternative PLC is used) End of Contract 1 Physical Item COR /TEEB Representative

Spare Parts (If alternative PLC is used) End of Contract 1 Physical Items COR/TEEB Representative

Training on Programming (If alternative PLC is used) End of Contract 1 In Person COR/TEEB Representative

Individual Termination or Expiration of employment (para. 7.3) Within 3-working days N/A Access passes COR or issuing office

Contract Termination or cancellation (para 7.4) Within 3-working days N/A Access passes COR or issuing office

Controlled Unclassified Information (CUI) Training (para. 7.8.5) Within 30-calendar days and annually thereafter 1 Hard copy or electronic) COR

Part 7.3 ATTACHMENT 3: Security Requirements

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

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

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

The Contractor shall obtain a Base Pass through Navy Pass & Tag not to exceed contract expiration. The government Contracting Officer Representative (COR) will coordinate badging and briefing with Security. CCAD personnel will escort Contractor at all times if building access is required unless approved in advanced by CCAD Security. Contractors are not authorized to escort anyone on the installation or CCAD.

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

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

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

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

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

7.7 Safeguarding Covered Defense Information: Contractors and subcontractors are required to safeguard covered defense information that resides in or transits through covered contractor information systems by applying specified network security requirements and reporting of cyber incidents in accordance with 48 CFR 204.73.

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

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

7.10 Non-Disclosure Requirements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. The Contractor and Contractor personnel, shall not divulge or release data or information developed, or obtained under performance of this PWS, except to authorized Government personnel or upon written approval of

the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

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

7.12 Required Training: The following provides information on training requirements.

7.8.1 Anti-Terrorism (AT) Level I Training: All Contractor employees, including subcontractor employees, who are employed under the contract, shall complete AT Level I Training within 30 calendar days as required on the AT/OPSEC Cover Sheet after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or 30 calendar days after employment of new personnel. Contractor personnel travelling overseas shall complete area of responsibility (AOR) specific AT awareness training for U.S. based Contractor employees and associated subcontractor employees. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR (or to the Contracting Officer, if a COR is not assigned) within five business days after completion of this training by all employees and subcontractor personnel. AT Level I awareness training is available at https://jkodirect.jten.mil, (course JS-US007). Contractor personnel shall complete refresher training every twelve (12) months except AOR specific AT Level I training which shall be completed as required by local AT policies

If training cannot be conducted on the website, the Contractor shall coordinate with the COR who will contact the local AT Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the AT Officer. Verification of the training shall be provided to the COR within five business days after completion of the training.

7.8.2 OPSEC Training: All Contractor employees, including subcontractors, shall complete Level I OPSEC training within 30 calendar days of employment under this contract. Verification of the training shall be provided to the COR within five business days after completion of the training.

OPSEC Level I training is available at https://securityawareness.usalearning.gov. Contractor personnel must complete refresher training every twelve months. Verification of the training shall be provided to the COR within five business days after completion of the training.

7.8.3 iWATCH Training: The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed

within 30 calendar days after the contract is awarded and within five business days after new employees commence contract performance, with the results reported to the COR within five business days after the contract is awarded and within 30 calendar days} after new employees commence contract performance. Verification of the training shall be provided to the COR within five business days after completion of the training.

7.8.4 DoD Cyber Awareness Training All Contractor employees, including subcontractors, requiring access to Government information systems shall complete the DoD IA Cyber Awareness Training within 30 days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or 30 days after employment of new personnel. Verification of the training can be provided to the COR upon request after completion of the training.

7.8.5 Controlled Unclassified Information (CUI): Contractor employees, including subcontractors, performing services under this contract with access to CUI shall complete DOD Mandatory Controlled Unclassified Information (CUI) Training within 30 calendar days of employment and annual refresher training in accordance with DoDI 5200.48.The Contractor shall provide the COR a copy of the training certificates for its employees no later than five (5) days after completion. Training is available at https://securityawareness.usalearning.gov.

7.9 Omitted

7.10 APPLICABLE SECURITY PUBLICATIONS

7.10.1 Applicable Publications (Current Editions): The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

7.10.1.1 Executive Order 13556, Controlled Unclassified Information

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

7.10.1.3 32 Code of Federal Regulation (CFR) Part 2002, Controlled Unclassified Information

7.10.1.4 32 Code of Federal Regulation (CFR) Part 117 National Industrial Security Program Operating Manual (NISPOM)

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

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

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

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

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

7.10.1.10 DoDM 5200.02 Procedures for the DoD Personnel Security Program

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

7.10.1.12 DoDI 5200.02 DoD Personnel Security Program

7.10.1.13 DoDI 5200.48, Controlled Unclassified Information

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

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

7.10.1.16 DoD 5220.22-M National Industrial Security Program Operating Manual DoD Directives

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

7.10.1.18 DoDD 5240.06 Counterintelligence Awareness and Reporting (CAIR)

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

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

October 2013

7.10.1.21 DoD 8570-M Information Assurance Workforce Improvement Program

7.10.1.22 AR 25-1 Army Information Technology

7.10.1.23 AR 25-2 Army Cybersecurity

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

7.10.1.25 AR 70-31, Standards for Technical Reporting

7.10.1.26 AR 190-13 The Army Physical Security Program

7.10.1.27 AR 360-1, The Army Public Affairs Program

7.10.1.28 AR 380-5, Army Information Security Program

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

7.10.1.30 AR 380-49, Industrial Security Program

7.10.1.31 AR 380-67, Personnel Security

7.10.1.32 AR 530-1, Operations Security

7.10.1.33 AR 735-5 Property Accountability Policies

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

7.10.1.35 530-CCAD-001 CCAD Operations Security Plan (OPSEC)

7.10.1.36 CCAD Physical Security Plan

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

7.10.1.38 AMC-R 525-13, AMC Force Protection Program

7.10.1.39 5230.24, Distribution Statements on Technical Documents

*** END OF NARRATIVE ***

Requirements

Procurement of Engine Test Cell PLC (Programmable Logic Controllers)Upgrade.

Section F - Deliveries or Performance

0001	**Quantity** 1 Each **Address and POC** **Period of Performance** From 21 Sep 2026 To 31 Dec 2026

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall-

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

DESTINATION / ACCEPT AT: DESTINATION

INVOICE AND RECEIVING REPORT (COMBO) INSPECT AT:

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

Invoice 2in1

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

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

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

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

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W912NW
Admin DoDAAC	W912NW
Inspect By DoDAAC	W45N7V
Ship To Code	W912NW
	N/A

Ship From Code	
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	W45N7V
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

TBD

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03		

52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-	2026-02

	O0038)	
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7010	Levies on Contract Payments.	2006-12
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
252.246-7008	Sources of Electronic Parts.	2023-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. Alternate II (DEVIATION 2025-O0003)	2025-03	Alternate II Deviation 2025-O0003	2025-03 2025-03

Alternate II (MAR 2025) (DEVIATION 2025-O0003).

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an

authorized representative of either of the foregoing officials shall have access to and right to-

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

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

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

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

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

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

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

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

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

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

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

(G)[ ](1) 52.204-30, Federal Acquisition Supply Chain Security Act Orders- Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

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

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

in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(I) [Reserved]

(J) [Reserved]

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

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

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

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

(O) [ ] (1) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E. O 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

Section J - List of Attachments

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 2015-5225

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

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

_____|_____

_____

State: Texas

Area: Texas Counties of Aransas, Nueces and San Patricio

_____

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 17.06

01012 - Accounting Clerk II 19.15

01013 - Accounting Clerk III 21.42

01020 - Administrative Assistant 30.46

01035 - Court Reporter 20.36

01041 - Customer Service Representative I 15.32

01042 - Customer Service Representative II 16.72

01043 - Customer Service Representative III 18.77

01051 - Data Entry Operator I 14.86

01052 - Data Entry Operator II 16.22

01060 - Dispatcher, Motor Vehicle 21.76

01070 - Document Preparation Clerk 17.62

01090 - Duplicating Machine Operator 17.62

01111 - General Clerk I 15.67

01112 - General Clerk II 17.10

01113 - General Clerk III 19.19

01120 - Housing Referral Assistant 22.70

01141 - Messenger Courier 16.83

01191 - Order Clerk I 15.24

01192 - Order Clerk II 16.63

01261 - Personnel Assistant (Employment) I 18.35

01262 - Personnel Assistant (Employment) II 20.53

01263 - Personnel Assistant (Employment) III 22.89

01270 - Production Control Clerk 30.58

01290 - Rental Clerk 15.48

01300 - Scheduler, Maintenance 18.20

01311 - Secretary I 18.20

01312 - Secretary II 20.36

01313 - Secretary III 22.70

01320 - Service Order Dispatcher 19.45

01410 - Supply Technician 30.46

01420 - Survey Worker 18.26

01460 - Switchboard Operator/Receptionist 14.91

01531 - Travel Clerk I 15.37

01532 - Travel Clerk II 16.89

01533 - Travel Clerk III 19.83

01611 - Word Processor I 16.22

01612 - Word Processor II 18.20

01613 - Word Processor III 20.36

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 22.98

05010 - Automotive Electrician 21.43

05040 - Automotive Glass Installer 20.38

05070 - Automotive Worker 20.38

05110 - Mobile Equipment Servicer 18.21

05130 - Motor Equipment Metal Mechanic 22.40

05160 - Motor Equipment Metal Worker 20.38

05190 - Motor Vehicle Mechanic 22.40

05220 - Motor Vehicle Mechanic Helper 17.06

05250 - Motor Vehicle Upholstery Worker 19.27

05280 - Motor Vehicle Wrecker 20.38

05310 - Painter, Automotive 21.43

05340 - Radiator Repair Specialist 20.38

05370 - Tire Repairer 16.68

05400 - Transmission Repair Specialist 22.40

07000 - Food Preparation And Service Occupations

07010 - Baker 14.53

07041 - Cook I 14.23

07042 - Cook II 15.91

07070 - Dishwasher 12.99

07130 - Food Service Worker 13.55

07210 - Meat Cutter 18.88

07260 - Waiter/Waitress 11.99

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 22.40

09040 - Furniture Handler 14.93

09080 - Furniture Refinisher 22.40

09090 - Furniture Refinisher Helper 17.83

09110 - Furniture Repairer, Minor 20.15

09130 - Upholsterer 22.40

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles 13.48

11060 - Elevator Operator 14.31

11090 - Gardener 21.24

11122 - Housekeeping Aide 14.31

11150 - Janitor 14.31

11210 - Laborer, Grounds Maintenance 16.66

11240 - Maid or Houseman 13.25

11260 - Pruner 14.86

11270 - Tractor Operator 19.89

11330 - Trail Maintenance Worker 16.66

11360 - Window Cleaner 16.05

12000 - Health Occupations

12010 - Ambulance Driver 21.54

12011 - Breath Alcohol Technician 25.15

12012 - Certified Occupational Therapist Assistant 36.45

12015 - Certified Physical Therapist Assistant 35.34

12020 - Dental Assistant 18.33

12025 - Dental Hygienist 43.79

12030 - EKG Technician 30.21

12035 - Electroneurodiagnostic Technologist 30.21

12040 - Emergency Medical Technician 21.54

12071 - Licensed Practical Nurse I 22.48

12072 - Licensed Practical Nurse II 25.15

12073 - Licensed Practical Nurse III 28.03

12100 - Medical Assistant 17.91

12130 - Medical Laboratory Technician 25.10

12160 - Medical Record Clerk 17.01

12190 - Medical Record Technician 19.03

12195 - Medical Transcriptionist 20.53

12210 - Nuclear Medicine Technologist 51.37

12221 - Nursing Assistant I 13.54

12222 - Nursing Assistant II 15.23

12223 - Nursing Assistant III 16.62

12224 - Nursing Assistant IV 18.65

12235 - Optical Dispenser 17.58

12236 - Optical Technician 20.68

12250 - Pharmacy Technician 20.04

12280 - Phlebotomist 17.97

12305 - Radiologic Technologist 33.80

12311 - Registered Nurse I 26.27

12312 - Registered Nurse II 32.13

12313 - Registered Nurse II, Specialist 32.13

12314 - Registered Nurse III 38.87

12315 - Registered Nurse III, Anesthetist 38.87

12316 - Registered Nurse IV 46.60

12317 - Scheduler (Drug and Alcohol Testing) 31.15

12320 - Substance Abuse Treatment Counselor 23.96

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I 24.42

13012 - Exhibits Specialist II 30.26

13013 - Exhibits Specialist III 37.01

13041 - Illustrator I 24.42

13042 - Illustrator II 30.26

13043 - Illustrator III 37.01

13047 - Librarian 33.51

13050 - Library Aide/Clerk 14.01

13054 - Library Information Technology Systems

Administrator 30.26

13058 - Library Technician 17.66

13061 - Media Specialist I 21.84

13062 - Media Specialist II 24.42

13063 - Media Specialist III 27.22

13071 - Photographer I 17.30

13072 - Photographer II 19.37

13073 - Photographer III 23.98

13074 - Photographer IV 29.33

13075 - Photographer V 35.49

13090 - Technical Order Library Clerk 19.04

13110 - Video Teleconference Technician 20.68

14000 - Information Technology Occupations

14041 - Computer Operator I 18.66

14042 - Computer Operator II 20.88

14043 - Computer Operator III 23.25

14044 - Computer Operator IV 25.85

14045 - Computer Operator V 28.63

14071 - Computer Programmer I (see 1) 21.52

14072 - Computer Programmer II (see 1) 26.05

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator 18.66

14160 - Personal Computer Support Technician 25.85

14170 - System Support Specialist 29.06

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor

(Non-Rated) 34.05

15020 - Aircrew Training Devices Instructor (Rated) 41.19

15030 - Air Crew Training Devices Instructor

(Pilot) 49.37

15050 - Computer Based Training Specialist /

Instructor 34.05

15060 - Educational Technologist 36.79

15070 - Flight Instructor (Pilot) 49.37

15080 - Graphic Artist 22.41

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

15086 - Maintenance Test Pilot, Rotary Wing 49.37

15088 - Non-Maintenance Test/Co-Pilot 49.37

15090 - Technical Instructor 21.85

15095 - Technical Instructor/Course Developer 26.72

15110 - Test Proctor 17.64

15120 - Tutor 17.64

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

16010 - Assembler 10.89

16030 - Counter Attendant 10.89

16040 - Dry Cleaner 12.79

16070 - Finisher, Flatwork, Machine 10.89

16090 - Presser, Hand 10.89

16110 - Presser, Machine, Drycleaning 10.89

16130 - Presser, Machine, Shirts 10.89

16160 - Presser, Machine, Wearing Apparel, Laundry 10.89

16190 - Sewing Machine Operator 13.45

16220 - Tailor 14.17

16250 - Washer, Machine 11.42

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 27.16

19040 - Tool And Die Maker 32.15

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 20.09

21030 - Material Coordinator 30.58

21040 - Material Expediter 30.58

21050 - Material Handling Laborer 16.53

21071 - Order Filler 17.43

21080 - Production Line Worker (Food Processing) 20.09

21110 - Shipping Packer 18.04

21130 - Shipping/Receiving Clerk 18.04

21140 - Store Worker I 17.51

21150 - Stock Clerk 24.10

21210 - Tools And Parts Attendant 20.09

21410 - Warehouse Specialist 20.09

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 38.24

23019 - Aircraft Logs and Records Technician 31.55

23021 - Aircraft Mechanic I 36.67

23022 - Aircraft Mechanic II 38.24

23023 - Aircraft Mechanic III 39.84

23040 - Aircraft Mechanic Helper 27.92

23050 - Aircraft, Painter 35.08

23060 - Aircraft Servicer 31.55

23070 - Aircraft Survival Flight Equipment

Technician 35.08

23080 - Aircraft Worker 33.35

23091 - Aircrew Life Support Equipment (ALSE)

Mechanic I 33.35

23092 - Aircrew Life Support Equipment (ALSE)

Mechanic II 36.67

23110 - Appliance Mechanic 27.83

23120 - Bicycle Repairer 23.66

23125 - Cable Splicer 35.85

23130 - Carpenter, Maintenance 23.10

23140 - Carpet Layer 26.46

23160 - Electrician, Maintenance 28.83

23181 - Electronics Technician Maintenance I 34.80

23182 - Electronics Technician Maintenance II 36.61

23183 - Electronics Technician Maintenance III 38.27

23260 - Fabric Worker 25.03

23290 - Fire Alarm System Mechanic 22.44

23310 - Fire Extinguisher Repairer 23.66

23311 - Fuel Distribution System Mechanic 30.48

23312 - Fuel Distribution System Operator 24.78

23370 - General Maintenance Worker 18.05

23380 - Ground Support Equipment Mechanic 36.67

23381 - Ground Support Equipment Servicer 31.55

23382 - Ground Support Equipment Worker 33.35

23391 - Gunsmith I 23.66

23392 - Gunsmith II 26.46

23393 - Gunsmith III 29.10

23410 - Heating, Ventilation And Air-Conditioning

Mechanic 24.33

23411 - Heating, Ventilation And Air Contidioning

Mechanic (Research Facility) 25.37

23430 - Heavy Equipment Mechanic 29.54

23440 - Heavy Equipment Operator 23.71

23460 - Instrument Mechanic 33.49

23465 - Laboratory/Shelter Mechanic 27.83

23470 - Laborer 16.53

23510 - Locksmith 27.83

23530 - Machinery Maintenance Mechanic 30.10

23550 - Machinist, Maintenance 33.20

23580 - Maintenance Trades Helper 16.02

23591 - Metrology Technician I 33.49

23592 - Metrology Technician II 34.93

23593 - Metrology Technician III 36.39

23640 - Millwright 28.40

23710 - Office Appliance Repairer 21.04

23760 - Painter, Maintenance 20.81

23790 - Pipefitter, Maintenance 30.60

23810 - Plumber, Maintenance 29.27

23820 - Pneudraulic Systems Mechanic 29.10

23850 - Rigger 27.47

23870 - Scale Mechanic 26.46

23890 - Sheet-Metal Worker, Maintenance 30.93

23910 - Small Engine Mechanic 22.88

23931 - Telecommunications Mechanic I 28.29

23932 - Telecommunications Mechanic II 29.50

23950 - Telephone Lineman 36.42

23960 - Welder, Combination, Maintenance 27.85

23965 - Well Driller 29.10

23970 - Woodcraft Worker 29.10

23980 - Woodworker 23.66

24000 - Personal Needs Occupations

24550 - Case Manager 19.58

24570 - Child Care Attendant 12.56

24580 - Child Care Center Clerk 15.68

24610 - Chore Aide 11.08

24620 - Family Readiness And Support Services

Coordinator 19.58

24630 - Homemaker 19.58

25000 - Plant And System Operations Occupations

25010 - Boiler Tender 27.09

25040 - Sewage Plant Operator 24.60

25070 - Stationary Engineer 27.09

25190 - Ventilation Equipment Tender 20.63

25210 - Water Treatment Plant Operator 24.60

27000 - Protective Service Occupations

27004 - Alarm Monitor 21.16

27007 - Baggage Inspector 15.99

27008 - Corrections Officer 23.57

27010 - Court Security Officer 24.35

27030 - Detection Dog Handler 17.89

27040 - Detention Officer 23.57

27070 - Firefighter 29.98

27101 - Guard I 15.99

27102 - Guard II 17.89

27131 - Police Officer I 31.33

27132 - Police Officer II 34.82

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 16.72

28042 - Carnival Equipment Repairer 17.86

28043 - Carnival Worker 12.52

28210 - Gate Attendant/Gate Tender 17.96

28310 - Lifeguard 13.66

28350 - Park Attendant (Aide) 20.10

28510 - Recreation Aide/Health Facility Attendant 14.67

28515 - Recreation Specialist 24.90

28630 - Sports Official 16.02

28690 - Swimming Pool Operator 19.98

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer 33.30

29020 - Hatch Tender 33.30

29030 - Line Handler 33.30

29041 - Stevedore I 31.51

29042 - Stevedore II 35.03

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center

(HFO) (see 2) 46.29

30011 - Air Traffic Control Specialist, Station

(HFO) (see 2) 31.93

30012 - Air Traffic Control Specialist, Terminal

(HFO) (see 2) 35.15

30021 - Archeological Technician I 19.73

30022 - Archeological Technician II 22.07

30023 - Archeological Technician III 27.35

30030 - Cartographic Technician 27.35

30040 - Civil Engineering Technician 24.98

30051 - Cryogenic Technician I 30.28

30052 - Cryogenic Technician II 33.44

30061 - Drafter/CAD Operator I 19.73

30062 - Drafter/CAD Operator II 22.07

30063 - Drafter/CAD Operator III 24.60

30064 - Drafter/CAD Operator IV 30.28

30081 - Engineering Technician I 16.73

30082 - Engineering Technician II 18.77

30083 - Engineering Technician III 21.00

30084 - Engineering Technician IV 26.01

30085 - Engineering Technician V 31.81

30086 - Engineering Technician VI 38.49

30090 - Environmental Technician 22.96

30095 - Evidence Control Specialist 27.35

30210 - Laboratory Technician 36.49

30221 - Latent Fingerprint Technician I 24.05

30222 - Latent Fingerprint Technician II 26.53

30240 - Mathematical Technician 27.35

30361 - Paralegal/Legal Assistant I 20.98

30362 - Paralegal/Legal Assistant II 26.00

30363 - Paralegal/Legal Assistant III 31.80

30364 - Paralegal/Legal Assistant IV 38.47

30375 - Petroleum Supply Specialist 33.44

30390 - Photo-Optics Technician 27.35

30395 - Radiation Control Technician 33.44

30461 - Technical Writer I 27.35

30462 - Technical Writer II 33.44

30463 - Technical Writer III 40.46

30491 - Unexploded Ordnance (UXO) Technician I 29.42

30492 - Unexploded Ordnance (UXO) Technician II 35.60

30493 - Unexploded Ordnance (UXO) Technician III 42.67

30494 - Unexploded (UXO) Safety Escort 29.42

30495 - Unexploded (UXO) Sweep Personnel 29.42

30501 - Weather Forecaster I 30.28

30502 - Weather Forecaster II 36.83

30620 - Weather Observer, Combined Upper Air Or

Surface Programs (see 2) 24.60

30621 - Weather Observer, Senior (see 2) 27.35

31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot 35.60

31020 - Bus Aide 15.68

31030 - Bus Driver 21.11

31043 - Driver Courier 18.17

31260 - Parking and Lot Attendant 14.67

31290 - Shuttle Bus Driver 16.29

31310 - Taxi Driver 13.23

31361 - Truckdriver, Light 19.41

31362 - Truckdriver, Medium 20.54

31363 - Truckdriver, Heavy 23.52

31364 - Truckdriver, Tractor-Trailer 23.52

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist 17.36

99030 - Cashier 13.11

99050 - Desk Clerk 13.45

99095 - Embalmer 29.42

99130 - Flight Follower 29.42

99251 - Laboratory Animal Caretaker I 13.77

99252 - Laboratory Animal Caretaker II 14.71

99260 - Marketing Analyst 32.78

99310 - Mortician 29.42

99410 - Pest Controller 18.01

99510 - Photofinishing Worker 15.46

99710 - Recycling Laborer 21.97

99711 - Recycling Specialist 26.06

99730 - Refuse Collector 19.58

99810 - Sales Clerk 13.78

99820 - School Crossing Guard 15.00

99830 - Survey Party Chief 27.71

99831 - Surveying Aide 18.62

99832 - Surveying Technician 22.92

99840 - Vending Machine Attendant 25.09

99841 - Vending Machine Repairer 29.47

99842 - Vending Machine Repairer Helper 25.09

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1,

2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

*This rate is to be used only when compensating employees for performance on an SCA-

covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

employees in these job families working on the contract.

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear""""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

dated September 2015, unless otherwise indicated.

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

Form 1444 (SF-1444) **

Conformance Process:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

"

*** END OF NARRATIVE ***

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)	2025-03	Deviation 2025-O0004	2025-03

Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) Definitions. As used in this provision-

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

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

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is

to be used specifically-

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

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

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

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

(1)

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

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

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

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB

Program means an SDVOSB concern that-

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

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

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

Small business concern-

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

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

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the

threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [ ] is, [ ]

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

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

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

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

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

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

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

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

(d) [Reserved]

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

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

(1)

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

____

____

____

[List as necessary]

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

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

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

Korean End Products or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

(i) [ ]

(ii) [ ]

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

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

(2) [ ] Outside the United States.

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

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

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

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

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

(2) [ ] 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that-

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours

on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ ]TIN: ____.

[ ]TIN has been applied for.

[ ]TIN is not required because:

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

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

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

(4) Type of organization.

[ ]Sole proprietorship;

[ ]Partnership;

[ ]Corporate entity (not tax-exempt);

[ ]Corporate entity (tax-exempt);

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

[ ]Foreign government;

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

[ ]Other ____.

(5) Common parent.

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

[ ]Name and TIN of common parent:

Name ____.

TIN ____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that-

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

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

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

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

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

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

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

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

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

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

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

end products.

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name:____.

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

(s) [Reserved]

(t) [Reserved]

(u)

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

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

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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Deviation 2026-O0038)	2026-02

Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

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

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

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

Line item No.	Country of origin

_____ _____

____ ____

____ ____

[List as necessary]

(c)

(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Other Foreign End Products:

Line Item No.	Country of origin
_____	_____
____	____
____	____

[List as necessary]

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

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has

represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(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

(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)