

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE      OF PAGES 1              99	
1. REQUEST NO. W912PP23Q0036	2. DATE ISSUED 03-Aug-2023	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY US ARMY ENGINEER DISTRICT, ALBUQUERQUE 4101 JEFFERSON PLAZA NE ALBUQUERQUE NM 87109-3435			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>		
			7. DELIVERY <input checked="" type="checkbox"/> FOB <input type="checkbox"/> OTHER DESTINATION                      (See Schedule)		
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) LORETTA D SANCHEZ                      505-342-3210					
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) <b>SEE SCHEDULE</b>		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 14-Aug-2023					
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.      %
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

## Section B - Supplies or Services and Prices

SUBMISSION INSTRUCTIONS

Please submit offers to Loretta Sanchez via e-mail at [Loretta.D.Sanchez@usace.army.mil](mailto:Loretta.D.Sanchez@usace.army.mil). This requirement will be awarded in accordance with FAR 13 Simplified Acquisition Procedures. The Government intends to award a Firm Fixed Price service contract to the responsible, qualified small business Offeror based on a fair and reasonable price.

SAM

## \*\*\*\*\*Note to Offeror\*\*\*\*\*

The System for Award Management (SAM) registration (formerly CCR) should be completed prior to award of any resultant contract from the RFQ. Failure to have this registration completed could cause delay of award or rejection of offer. To complete or update a SAM registration, go to [www.sam.gov](http://www.sam.gov).

Please provide the following information with quote:

UEI Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

\*\*\*\*\*

**CLIN SCHEDULE**  
**SOLICITATION W912PP23Q0036**  
**OT-10 Radiation Characterization Survey**  
Kirtland AFB, New Mexico

BASE TASKS	CLIN	PWS Reference	DESCRIPTION	AMOUNT	UNIT	PRICE
Base Task 1	0001	5.1.1	PMP including project schedule, milestone payment schedule, and Quality Control Plan	1	Job	
	0002	5.1.2	Meetings including kickoff and routine status meetings	1	Job	
	0003	5.1.3	Monthly Status Reports and Invoicing	1	Job	
Base Task 2	0004	5.2.1	Project Work Plan	1	Job	
	0005	5.2.2	Abbreviated UFP-QAPP	1	Job	
	0006	5.2.3	Accident Prevention Plan (APP)	1	Job	
Base Task 3	0007	5.3.1	Gross Gamma Surveys	1	Job	
	0008	5.3.2	Building 28005 Structure Investigation	1	Job	
	0009	5.3.3	Soil Sampling (Systematic and Targeted)	1	Job	
Base Task 4	0010	5.4	Reporting (including Recommendation Report, Data Deliverables)	1	Job	
<b>TOTAL CONTRACT AMOUNT</b>						

## Section C - Descriptions and Specifications

**PERFORMANCE WORK STATEMENT (PWS)**  
**OT-10 RADIOLOGICAL SURVEY**  
**KIRTLAND AIR FORCE BASE, NEW MEXICO**  
**PART 1**  
**GENERAL INFORMATION**

**1.0 General:** This is a non-personal services contract to provide environmental compliance services at Kirtland Air Force Base (KAFB) located in Bernalillo County. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the primary contractor who, in turn, is responsible to the Government.

**1.1 Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform a radiological survey at the OT-10 site at KAFB as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. The contractor shall perform to the standards in this contract.

**1.2 Background:** This contract will provide support to the 377<sup>th</sup> Mission Support Group (MSG) at Kirtland Air Force Base, located in Bernalillo County, in central New Mexico, southeast of and adjacent to the city of Albuquerque.

The radiological survey will be conducted on the OT-10 range located in the southeast portion of the facility near the golf course. The site consists of four active thorium-seeded training fields and a bunker used by the Defense Threat Reduction Agency/Defense Nuclear Weapons School (DTRA/DNWS) to train military radiological response personnel in the detection of dispersed contamination resulting from incidents involving nuclear weapons. A list of the five sites and approximate acreage is below. Attachment 3 includes a general location map and aerials of the sites.

- Training Site (TS)-1: Convoy Site, 7.6 acres consisting of mostly flat terrain
- TS-2: C-130 crash site, 12.5 acres consisting of uneven terrain with hills and small arroyos
- TS-3: B-52 crash site, 10 acres consisting of mostly flat terrain
- TS-4: Helicopter crash site, 10 acres consisting of mostly flat terrain
- Building 28005 and the immediate surrounding area: Bunker containing potentially radioactive material, 1 acre of flat terrain

The survey will be performed to address comments from a 2022 inspection completed by the Nuclear Regulatory Commission (NRC).

**1.3 Objectives:** The objective of this contract will be to complete a radiological survey and provide a report with recommendations (likely based on a comparison to background concentration) on any required remedial or corrective actions at the five sites (TS-1, TS-2, TS-3, TS-4, and Building 28005 and the immediate surrounding area) within the OT-10 range at Kirtland AFB.

**1.4 Scope:** This PWS defines the scope of environmental services necessary to complete a radiological survey at the OT-10 Range. Anticipated tasking (detailed in Part 5) is below:

- Task 1 – Project Management
- Task 2 – Planning Documents (Workplan/Safety Plans) Preparation
- Task 3 – Radiological Survey
- Task 4 – Reporting

**1.5 Period of Performance:** The period of performance shall be for one (1) Base Year of 12 months from the date of award.

## 1.6 General Information:

**1.6.1 Place of Performance:** The work to be performed under this contract will be performed at Kirtland Air Force Base, southeast of Albuquerque, NM within Bernalillo County.

**1.6.2 Type of Contract:** The Government will award a firm fixed price, performance base contract to complete the services and tasking described herein.

**1.6.3 Hours of Operation:** The contractor is responsible for conducting business between the hours of 0700-1700 Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

**1.6.4 Recognized Holidays:** The following holidays are recognized as Federal holidays and Government offices will not be open

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	Christmas Day
Independence Day	

**1.6.5 Quality Control:** The contractor shall develop and maintain an effective Quality Control 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 demonstrates how work to be completed complies with the requirement of the contract. The QCP will be evaluated in the work plan deliverables as discussed in section 5.1.1.3 of the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance or requests for any proposed changes to the QCP in writing.

**1.6.6 Quality Assurance:** The Government shall evaluate the contractor's performance under this contract in accordance with the performance standards outlined in Technical Exhibit 1.

**1.6.7 Security Requirements:** The Contractor must fill out a Visitor Access Request form for each employee wanting access to the base. This must be submitted to the designated Base point of contact who will process them for approval. Once approved, the contractors must present them to the Base Visitors Center who will issue them Visitor's Passes. Those wishing to drive must also provide their driver's license, Vehicle registration, and proof of insurance. All Visitor's Passes must be readily available to the person they were issued to at all times that they are on Base. Additional requirements may be necessary for all employees coming to the Base from out of state if Base Covid-19 restrictions are in place.

**1.6.7.1 General security requirements and guidance (DOD Components Only):** The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). The DoD and Service-specific security requirements specified below, if applicable, are performance requirements. All contract personnel shall complete applicable initial training within 30 days of contract award, or the date new contract personnel begin performance on the contract. The Contractor shall maintain security training records in accordance with applicable RA policies. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures,

Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated security in accordance with applicable RA plans and procedures - this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

**1.6.7.3 Physical security and access control requirements (DOD Components Only):** All contract personnel requiring physical access to a DOD installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access on a DOD installation in the US to meet contract performance requirements shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to DOD-owned facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA. Reference: DODM 5200.08, Volume 3, “Physical Security Program: Access to DOD Installations.”

**1.6.7.4 Antiterrorism (AT) Level I training (DOD Components Only):** All contract personnel requiring routine access to DOD installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training for the first three years of performance on a DOD contract, and triennially thereafter. The RA may also provide additional awareness material to contract personnel regarding suspicious activity reporting. Online AT Level I awareness training is available at <https://jkodirect.jten.mil/> (website subject to change). Reference: DODI O-2000.16, Volume 1, “DOD Antiterrorism Program Implementation: DOD Antiterrorism Standards.”

**1.6.7.5 Training requirements for the protection of sensitive information (DOD Components Only):** All contract personnel with access to critical information (as identified in the RA's Operations Security (OPSEC) Program) shall complete initial and annual refresher OPSEC Level I Awareness training, which is available at the following websites: <https://www.iad.gov/ioss/>, or <http://www.cdse.edu/catalog/operations-security.html> (websites subject to change). Reference (DoD Only): DoDM 5205.02, “DoD Operations Security (OPSEC) Program Manual.” All contract personnel with access to Controlled Unclassified Information shall complete training in accordance with applicable DoD or other federal agency policy. Reference (DoD Only): DoDD 5200.48, “Controlled Unclassified Information (CUI).”

**1.6.7.8 Pre-screen candidates using E-Verify Program:** Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the RA's COR or similar point of contact no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

**1.6.7.9 Key Control:** The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

**1.6.7.10 Lock Combinations:** The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

**1.6.8 Special Qualifications:** The Contractor shall have a local office in the central New Mexico area to minimize mobilization costs and have documented experience performing radiological surveys on DOD facilities including Kirtland AFB. The contractor will possess and maintain a license issued by the NRC. The Contractor shall comply with NRC license reciprocity requirements as applicable.

All on-site workers performing hazardous operations, including working with hazardous materials must have completed the Occupational Safety & Health Administration (OSHA) 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER) training and/or other applicable training, plus annual refresher courses. All on-site workers should also have radiation safety and As Low As Reasonably Achievable (ALARA) training.

Contractor personnel shall be proficient in the use of computers, word processing, data entry, and geographic information system capabilities. Contractor personnel shall be experienced in the use of the internet, in corresponding via email using Microsoft Office for all transmitted information, and in the use of Microsoft office products including, but not limited to Word, Excel, PowerPoint, Projects, and Access. Data sharing between the Contractor and the Government shall be conducted on a Government approved application or secure website.

**1.6.9 Post Award Conference/Periodic Progress Meetings:** The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer or other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

**1.6.10 Key Personnel:** The following personnel are considered key personnel by the Government and shall be identified in the Project Management Plan (PMP) outlined in Task 1.

**Project Manager.** The Project Manager (PM) shall have a minimum of five (5) years of experience managing environmental projects. The PM shall have experience with site management and environmental investigations at sites under NRC permits. The PM must not have been convicted of a crime involving fraudulent financial activities or tax infractions. The PM must have sufficient technical experience to communicate proficiently with USACE engineers and scientists. This PM will be the primary point of contact (POC) for USACE.

**Health Physicist:** The contractor shall provide a health physicist. Health physics support shall be provided by a health physicist certified by the American Board of Health Physics to develop radiation protection requirements of the Accident Prevention Plan (APP)/Site Safety Health Plan (SSHP) and, when necessary, visit the site to help implement ionizing radiation protection requirements of the APP/SSHP.

**Radiation Safety Officer:** The Site Safety and Health Officer (SSHO) can be the Radiation Safety Officer if the requirements of paragraph 06.F.02 of Engineers Manual (EM) 385-1-1 are met. EM 385-1-1 is the Safety and Requirements Manual that is published and maintained by the USACE. Anyone who works on a DOD project or a military contract needs to understand and adhere to the guidelines in this manual. The Project Health Physicist can also be the Radiation Safety Officer.

**Site Safety and Health Officer (SSHO):** The SSHO shall be responsible for safety of Contractor and subcontractor staff during all field activities that involve significant hazards. The SSHO shall be responsible for implementing and monitoring the Accident Prevention Plan to meet EM-385-1-1 requirements. The SSHO position is a full-time responsibility during field activities. The SSHO shall be present at the project site, located so they have full mobility and reasonable access to all major work operations during the shift. The SSHO positions may not be the supervisor, unless specifically exempted by USACE and coordinated with the local SOH Office. The SSHO should report to a senior project (or corporate) official. The SSHO training/experience requires:

- The SSHO, as a minimum, must produce a copy of their instructor-signed OSHA 30-hour training card (or course completion if within 90 days of having completed the training and card has not yet been issued).
- Five (5) years of continuous construction industry safety experience in supervising/managing general construction (managing safety programs or processes or conducting hazard analyses and developing controls), or Five (5) years of continuous general industry safety experience in supervising/managing general industry (managing safety programs or processes or conducting hazard analyses and developing controls).
- SSHOs shall maintain competency through having taken 8 hours of documented formal, on-line, or self-study safety and health related coursework every year. Examples of continuing education activities that meet this requirement are: writing an article, teaching a class, reading/writing professional articles, attendance/participation in professional societies/meetings.
- Hazardous waste sites require HAZWOPER 40-hr training

**1.6.11 Identification of Contractor Employees:** All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

**1.6.12 Contractor Travel:** Not Applicable. As a firm fixed-price task order, the Contractor is responsible for costs associated with travel necessary to support the PWS.

**1.6.13 Other Direct Costs:** This contract is a firm-fixed price contract. Other direct costs, including travel and training shall be included within negotiated milestone payments.

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

**1.6.15 Organizational Conflict of Interest:** Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever they become aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other



remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

**1.6.16 Phase In/Phase Out Period:** Not Applicable

**1.6.17 Safety:**

**1.6.17.1 U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1 and OSHA Requirements:** The Contractor will be required to comply with all pertinent provisions of the latest version of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 in effect on the date of the contract award. EM 385-1-1 and its changes are available at <https://www.publications.usace.army.mil/USACE-Publications/Engineer-Manuals/>. The Contractor must also comply with Occupational Safety and Health Act (OSHA) standards. OSHA standards are subject to change. It is the Contractor's responsibility to maintain familiarity with current OSHA standards.

**1.6.17.2 Zero Accident Goal:** The Albuquerque District, in its continual pursuit of excellence in safety, has established a goal of zero accidents. To attain this goal, it will be necessary for Contractor management to set the expectation that worker injury is unacceptable and to create a culture where employees at all levels accept ownership of their safety performance.

**1.6.17.3 Contractor Accident Prevention Plan:** The Contractor shall develop a contract- or site- specific Accident Prevention Plan (APP) to address the specific work, work processes, equipment to be used, and hazards pertaining to the contract. The APP shall contain appropriate hazard-specific plans as needed for the work being performed. The APP should include precautions for COVID-19. **The Contractor shall provide (1) Electronic in PDF Format 30 Days after award for Review and Acceptance by USACE.**

## PART 2

## DEFINITIONS &amp; 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 service 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 KO is the only individual who can legally bind the Government.

**2.1.3 Contracting Officer's Representative (COR):** Not applicable for this project.

**2.1.4 Defective Service:** A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

**2.1.6 Key Personnel:** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the 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 (QA):** The Government procedures to verify that services being performed by the Contractor are performed according to 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 (QC):** 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 Work Day:** 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:

AHA	Activity Hazard Analysis
ALARA	As Low As Reasonably Achievable
APP	Accident Prevention Plan
AR	Army Regulation
ASTM	American Society for Testing and Materials
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CIAR	Counterintelligence Awareness and Reporting
COR	Contracting Officer Representative
CUI	Controlled Unclassified Information
DA	Department of the Army
DNWS	Defense Nuclear Weapons School
DOD	Department of Defense
DTRA	Defense Threat Reduction Agency
ELAP	Environmental Laboratory Accreditation Program
EM	Engineering Manual
ERPIMS	Environmental Resources Program Information Management System
FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
FY	Fiscal Year
GIS	Geospatial Information System
GPS	Global Positioning System
GWS	Gamma Walkover Survey
HAZWOPER	Hazardous Waste Operations and Emergency Response
HPCON	Health Protection Condition
HQDA	Headquarters Department of the Army
KAFB	Kirtland Air Force Base
IAW	In Accordance With
IDW	Investigation-Derived Waste
KO	Contracting Officer
MSG	Mission Support Group
NMED	New Mexico Environment Department
NRC	Nuclear Regulatory Commission
OCI	Organizational Conflict of Interest
OPSEC	Operations Security
OSHA	Occupational Safety and Health Act
PM	Project Management or Project Manager
PMP	Project Management Plan
POC	Point of Contact
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QAPP	Quality Assurance Project Plan
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
QSM	Quality Systems Manual
RA	Risk Assessment
RA	Requiring Activity
RFI	RCRA Facility Investigation
RCRA	Resource Conservation and Recovery Act
RPP	Radiation Protection Plan

RTC	Response to Comments
SCR	Service Contract Reporting
SOP	Standard Operating Procedure
SSHO	Site Safety Health Officer
SSHP	Site Safety Health Plan
TS	Training Site
TSDB	Terrorist Screening Database
UFP-QAPP	Unified Federal Policy-Quality Assurance Project Plan
USACE	U.S. Army Corps of Engineers

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3.0 Government Furnished Items and Services:**

**3.1 Services:** None

**3.2 Facilities:** The Government will provide limited use of property for temporary storage of field equipment if required.

**3.3 Utilities:** The Government will not provide utilities for Contractor use.

**3.4 Equipment:** The Government will not provide equipment for Contractor use.

**3.5 Materials:** The Government will not provide material for Contractor use.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

**4.0 Contractor Furnished Items and Responsibilities:**

**4.1 General:** The Contractor shall furnish all staff, supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Part 3 of this PWS.

**4.2 Secret Facility Clearance:** Not applicable

**4.3 Equipment/Materials:** The Contractor shall provide all equipment and materials necessary to complete services in this PWS.

**4.4 Government Safety Requirements:** The Contractor shall submit their written APP to the KO for evaluation and acceptance if optional field investigation tasks are required.

**4.5 Service Contract Reporting (SCR):** Not Required for this acquisition.

## PART 5

## SPECIFIC TASKS

**5.0 General Scope:**

The Contractor shall perform environmental consulting services including planning completion of radiological surveys, and reporting for the Site designated as OT-10 at KAFB, including sites TS-1, TS-2, TS-3, TS-4, and Building 28005 and the immediate surrounding area. The purpose of the surveys is to determine if radiological contaminants have migrated off-site, and if so, to delineate these areas. Radiologic mapping of the permitted areas will also be required to allow for future monitoring and/or decommissioning.

All plans, permits, reports, and document deliverables shall be prepared to meet DoD quality standards, KAFB policy requirements, and NRC regulatory requirements. All plans and reports will be provided to the 377<sup>th</sup> MSG at Kirtland AFB. The 377<sup>th</sup> MSG, and not the USACE or Contractor, will coordinate and communicate as needed with other DOD entities, the NRC, and the State Regulatory Agency.

All investigation derived waste (IDW) shall be disposed of by the Contractor in accordance with all federal, state, and local regulations and requirements. The Contractor shall comply with regulatory requirements by adhering to all site permits in place during the initiation of this contract and enacted with Contractor participation during the period of performance as described further in this PWS.

Activities shall be planned and implemented in a manner that protects existing site utilities, structures, surface features, service operations, monitoring and other types of wells, and the general site environment. This includes the protection of trees, shrubs and other vegetation not in the affected zone from dust damage, soil compaction, and physical contact with machines and equipment. If appropriate, the Contractor shall conserve uncontaminated topsoil by removal, storage, or redistribution. All reasonable measures shall be taken to minimize and suppress fugitive emissions of dust, vapors, and other site materials during site work. All fill materials shall be tested, confirmed, and verified to be non-contaminated. The Contractor shall conduct all operations and activities with the intent of reducing the amount of pollution generated. Specific areas to be focused on are generation of solid waste, use of hazardous materials, use of ozone depleting chemicals, generation of hazardous waste, and use of energy and water. During site work the Contractor shall plan, construct, operate, maintain, optimize, and decommission systems necessary to control storm water run-on and run-off; and transport surface water drainage to a treatment plant, discharge location, or any other appropriate destination.

The Contractor shall identify tasks necessary to comply with the substantive requirements of applicable federal environmental laws including the Clean Water Act, Endangered Species Act, Migratory Bird Treaty Act, and National Historic Preservation Act, in consultation with Kirtland AFB environmental staff and USACE, and include them in the Work Plan. Tasks could include activities such as:

- Conducting literature review and field surveys for cultural resources.
- Implementing best management practices to prevent release of contaminated water into installation impoundments.
- Surveying for nesting migratory birds and avoidance of active nesting areas.
- Implementing relevant environmental measures from the Kirtland Air Force Base Integrated Natural Resources Management Plan (2012).

If, during excavation or other construction activities, any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, activities that may damage or alter such resources will be suspended. Resources covered by this paragraph include, but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, paving, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other

persons from trespassing on, removing, or otherwise disturbing such resources. The Government retains ownership and control over archaeological resources.

## 5.1 BASE TASK 1.0: Project Management

Deliverables for Task 1 include (no regulatory deliverables):

- Milestone Payment Schedule due to USACE PM and tech lead (TL) prior to the kick-off meeting and finalized in advance of submission of the first invoice
- Draft Project Management Plan (including Project Schedule, Milestone Payment Schedule, and Quality Control Plan) within 30 calendar days of award
- Project Schedule (assume quarterly updates)
- Resumes and/or certificates for Key Personnel in advance of the Kick-off Meeting
- Meeting agenda and materials in advance of each meeting
- Meeting minutes within five (5) days of each meeting
- Monthly Status Reports by 10th day of each month to the PM and TL
- Draft invoices for PM and TL review by 10th day of each month and Final invoices as soon as possible after comments are received

**5.1.1 Project Management Plan (PMP):** The Contractor shall provide a complete **draft of the PMP within 30 calendar days of award** for USACE review. The Contractor shall respond to USACE comments and **provide a final PMP within 60 calendar days of award**. This document shall govern the organization, management, schedule, and quality control process for the Base Tasks. The PMP will include resumes for Key Personnel once they are accepted by USACE. These staff will be included in an organizational chart. Roles and responsibilities for Contractor and Subcontractor staff will be described as they relate to management and quality control. Contact information for Government points of contact will be included in the PMP. The PMP shall include a Project Schedule, a Milestone Payment Schedule, and a Quality Control Plan.

**5.1.1.1 Project Schedule:** The Contractor shall develop and maintain an activity-based schedule that fully supports the technical approach and outlines activities and milestones defined at the appropriate detail level and logically sequenced to support and manage the completion of the performance objectives in this PWS. The schedule shall account for Federal review periods, as well as KAFB legal and staffing for signature authority in order to meet project goals and regulatory deadlines. The initial schedule shall be delivered to USACE within 30 calendar days of contract award. The Contractor shall maintain the project schedule through the life of the project and provide updates as necessary during monthly briefings. The Government approved schedule will be included in the Final PMP. Updates to the Project Schedule may be provided with meeting minutes (Part 5.1.2 below) or with monthly status reports (Part 5.1.4 below) as the schedule changes. The Contractor may assume quarterly schedule updates are required.

**5.1.1.2 Milestone Payment Schedule:** The Contractor shall deliver a Draft Milestone Payment Schedule to the USACE PM and TL in advance of the Kick-off meeting. USACE will provide comments on the Milestone Payment Schedule along with comments on the Kick-off Meeting minutes within seven (7) calendar days of the meeting. The Contractor shall address all comments on the Milestone Payment Schedule and provide a final Milestone Payment Schedule in advance of submission of the first invoice. Partial payments shall be based on documents that can be used by the Government to verify work progress in accordance with contract requirements. The approved Milestone Payment Schedule shall be included in the Final PMP.

**5.1.1.3 Quality Control Plan:** The Contractor's Quality Control Program (QCP) shall be detailed in this portion of the PMP. The Contractor quality control procedures shall include the specific quality control measures applied for the delivery of the Base Task components of this PWS. Particular emphasis should be placed on the quality of document deliverables and of data interpretation and presentation within document deliverables. The Contractor need not include or modify this portion of the PMP for inclusion of Optional Tasks because quality processes for optional tasks are included within the optional tasks planning deliverables. The Quality Control Plan need not be delivered for review ahead of the draft PMP.



**5.1.2 Kick-off (Post Award Meeting) and Routine Status Meetings:** The Contractor shall conduct a project kick-off teleconference/virtual meeting within 15 calendar days of contract award to discuss task requirements and expectations. The Contractor shall present general schedule and the technical approach. In advance of the kick-off meeting, the Contractor shall provide resumes and applicable licenses and/or certificates for key personnel that shall be working for the duration of this contract to both the KO and the PM for review and approval. The Contractor may request clarification for KAFB logistical requirements, schedule concerns, or other questions. The Contractor shall provide meeting minutes to attendees within five (5) business days of the Kick-Off Meeting for review and Government approval.

The Contractor shall schedule and host regular status meetings to inform USACE and KAFB on project status and pre-mobilization meetings (if fieldwork is necessary to prepare for field efforts). For budgetary assumptions, the Contractor may assume meetings will be conducted on a monthly basis. The actual schedule of meetings may be adjusted based on project activities and need not be fixed at regular intervals. The Contractor may assume that the meetings will be performed by teleconference or video meeting platform for a duration of one (1) hour. The Contractor shall update the Government on active tasks and issues with project performance. If any fieldwork options are exercised, some status meetings may also include pre-mobilization information to provide the Government with a status of field safety and quality preparations. Pre-mobilization meetings can also be utilized to address logistical concerns and planning items. The Contractor shall provide accessible telephone or software platforms for Government participation and provide agendas in advance of each meeting. The Contractor shall provide meeting minutes to attendees within 5 business days of the subject status meeting.

**5.1.3 Monthly Status Reports and Invoices:** The Contractor shall provide monthly status reports to USACE by the tenth (10th) day of each month starting no less than 45 calendar days from date of award. The status reports shall contain a brief summary of progress performed for each major task, percent complete per date, and significant issues that affect project schedule or quality. These brief reports shall be provided for the USACE PM and TLCOR to evaluate the associated invoice. The invoices shall be approved by the USACE PM. USACE is responsible for submission of payment request to the USACE finance center. Monthly status reports shall be submitted even during months when there is no Contractor billing activity. Invoices shall include all the necessary information, including any and all supporting documentation, and will be based on the work completed for each specific task under this contract. Invoices shall be prepared IAW the approved Milestone Payment Schedule in order to receive partial payment for ongoing tasks. Invoiced milestones will be on Government approved work products.

## **5.2 BASE TASK 2.0: Planning**

Deliverables for Task 2 include:

- Project Work Plan
- Abbreviated UFP-QAPP
- Accident Prevention Plan (APP) including a Site Safety Health Plan and Radiation Protection Plan (RPP)

**5.2.1 Project Work Plan:** The Contractor shall generate a project workplan. The work plan will be a separate deliverable from the abbreviated QAPP (unless otherwise approved by the Government) and will include detailed breakout and tasking associated with the proposed project work, including all field efforts and procedures, criteria for identifying any areas of interest/radiological anomalies, soil sampling methodologies, waste handling, and reporting. The work plan will be prepared as draft for review by the USACE, and draft-final for review by the 377<sup>th</sup> MSG. The 377<sup>th</sup> MSG, and not the USACE or Contractor, will coordinate reviews as needed with other DOD entities, the NRC, and the State Regulatory Agency. It is assumed the Contractor will support in addressing any comments that are received from these other reviewers, and will ultimately prepare a final plan that incorporates all approved changes by the 377<sup>th</sup> MSG.

**5.2.2 Abbreviated UFP-QAPP:** An optimized or abbreviated UFP-QAPP shall be developed IAW the DoD Department of Energy Consolidated Quality Systems Manual for Environmental Laboratories Version 5.4 (QSM 5.4) for laboratory analytical methods and QA/QC methodology. A DoD Environmental Laboratory Accreditation

Program (ELAP)-certified laboratory shall be utilized for environmental laboratory analysis and shall be specified in the UFP-QAPP. Guidance documents include: Intergovernmental Data Quality Task Force, 2005 *Unified Federal Policy Quality Assurance Project Plan. Part 1: UFP-QAPP Manual*, and *Uniform Federal Policy for Quality Assurance Project Plans, Optimized UFP-QAPP Worksheets*.

Laboratories shall be specified in the UFP-QAPP that hold DoD ELAP accreditation for the required analyte, method, and matrix, throughout the life of the project. For methods that require a specialized analysis not available by DoD ELAP certified laboratories, alternate laboratories may be utilized with explicit Government authorization. The site background and site conceptual model information may be taken from the Phase II RFI Work Plan approved by USACE and KAFB. The project organization, contacts, and roles and responsibilities may be presented in a simplified and generalized manner. The UFP-QAPP should include sufficient information for the Government to assess the QA/QC program of the Contractor.

The UFP-QAPP is a required document per DoD policy and is intended for USACE and KAFB to verify compliance with required laboratory and field QA/QC methods use rather than to meet KAFB RCRA permit requirements. The UFP-QAPP will be prepared as draft for review by the USACE, and draft-final for review by the 377<sup>th</sup> MSG. The 377<sup>th</sup> MSG, and not the USACE or Contractor, will coordinate reviews as needed with other DOD entities, the NRC, and State Regulatory Agency. It is assumed the Contractor will support in addressing any comments that are received from these other reviewers, and will ultimately prepare a final UFP-QAPP that incorporates all approved changes by the 377<sup>th</sup> MSG.

The Contractor shall ensure that the UFP-QAPP is fully approved prior to proceeding with sample analysis. Specific Contractor work procedures may be detailed in SOPs. Field SOPs provided in this document may be used by USACE during field inspections. Field methods shall include spill response plans, rigorous waste tracking and inspections procedures, and methods for timely site restoration subsequent to field investigation activities.

**5.2.3 Accident Prevention Plan (APP):** The Contractor shall generate an APP that is comprehensive for all field activities included in this PWS. The APP shall include a Site Safety Health Plan (SSHP) as well as a Radiation Protection Plan (RPP). The APP will be prepared as draft for review by the USACE. The Contractor will also only provide the draft SSHP and RPP portions of the APP to the 377<sup>th</sup> MSG for review. It is assumed the Contractor will support in addressing any comments that come back from these reviewers and will ultimately prepare a final APP that incorporates all USACE and 377<sup>th</sup> MSG approved changes.

The Contractor shall deliver a final APP to USACE prior to intrusive field mobilizations and maintain and update the APP document for changes in staff, materials, equipment, and as new hazards are recognized. All available site conditions as well as Contractor proposed field methods and equipment shall be used to assess hazards to site workers, potential for property damage, and risk of environmental release. The APP shall be prepared IAW EM 381-1 in order to address recognized accident, exposure, environmental, and property risks. The most current APP shall be available upon request for inspection by USACE and KAFB at any point during field activities. This document is a stand-alone USACE deliverable requirement and is not an NRC regulatory deliverable.

All hazards shall be assessed based on the known site conditions and the proposed work developed in the project planning documents. Activity Hazard Analyses (AHAs) shall be developed for each site-specific hazard and shall be provided for review with the APP. The Contractor shall provide for the safety of all field staff to include subcontractors. Subcontractor activities may be addressed in the APP main document or as AHAs. Subcontractor may manage their staff in accordance with their own safety requirements; however, the Contractor is responsible for ensuring conformance to EM 381-1 and compliance with the approved APP. USACE safety inspections shall be performed to the requirements of the approved APP document rather than subcontractor safety procedures.

### **5.3 BASE TASK 3.0: Radiological Survey**

The purpose of the radiological surveys is to characterize existing conditions at the site and determine if radiological contaminants have migrated off-site, and if so, to delineate these areas. Radiologic mapping of the permitted areas will also be required to allow for future monitoring and/or decommissioning. The Contractor should anticipate surveying all accessible areas at each of the sites as well as a buffer along the perimeter as needed to ensure full delineation of materials. Be aware that for this project, inaccessible areas are considered areas where the equipment

can't be carried or pulled (e.g., large vegetation is in the way). Based on the aerial photographs of the sites (see Attachment 3), there is minimal large vegetation.

Fieldwork is expected to include (at a minimum):

- Gross Gamma Surveys (Sites TS-1, TS-2, TS-3, TS-4, and Building 28005 area)
- Building 28005 Structure Investigation
- Systematic Soil Sampling (unbiased sampling locations)
- Targeted Soil Sampling (biased sampling locations)

### **5.3.1 Gross Gamma Surveys**

The Contractor will complete a gross gamma survey in accordance with approved workplans. The surveys will be completed as a gross gamma walkover survey (GWS), or the equipment may be pulled by small powered vehicles to cover 100% of the accessible areas within each of the five sites unless otherwise approved in workplans. Inaccessible areas are defined above in Section 5.3. For costing purposes, assume vegetation clearing is not needed. The survey will be completed utilizing equipment connected to a global positioning system (GPS) datalogger. Data will be plotted on site maps/geospatial information systems (GIS) to visualize radiological contamination on each of the sites.

### **5.3.2 Building 28005 Structure Investigation**

The Contractor will complete a radiological investigation of the interior and exterior of all accessible areas of the bunker in accordance with the approved workplans. The investigation will include a gamma survey/scan of the structure as well as any required soil or wipe sampling to characterize the extent of contamination within/on the bunker. Data will be plotted on site maps/geospatial information systems (GIS) to visualize radiological contamination on this site.

### **5.3.3 Soil Sampling**

#### **5.3.3.1 Systematic Soil Sampling**

The Contractor shall collect approximately 20 soil samples from each of the five investigation areas in accordance with approved workplans. For costing purposes, assume there will be a total of 100 soil samples across all five investigation areas, results from the gross gamma surveys will aid in pinpointing areas to sample, samples will be collected using a hand auger in regular intervals across these areas, samples will be collected at the surface to a depth of two feet below surface, and samples will be analyzed by a DoD ELAP certified laboratory. The Contractor may consider the use of in-situ sampling (e.g., in-situ gamma spectroscopy) as a cost saving measure to reduce the number of soil samples going off-site for laboratory analysis provided this is approved in the workplans. Data will be plotted on site maps/geospatial information systems (GIS) to visualize radiological contamination on each of the sites.

#### **5.3.3.2 Targeted Soil Sampling**

The Contractor shall collect approximately three soil samples from each of the five investigation areas in accordance with approved workplans. For costing purposes, assume there will be a total of 15 soil samples across all five investigation areas, results from the gross gamma surveys will aid in pinpointing these biased samples, samples will be collected using a hand auger at the surface to a depth of two feet below surface, and samples will be analyzed by a DoD ELAP certified laboratory. Data will be plotted on site maps/geospatial information systems (GIS) to visualize radiological contamination on each of the sites.

## **5.4 BASE TASK 4.0: Reporting**

Following completion of the field investigation detailed under Task 3, the Contractor shall prepare a comprehensive report detailing the work performed, data collected, results, conclusions, and recommendations in accordance with the facility NRC permit and approved workplans. The report will include figures, tables, and narratives to present and provide interpretation of collected data. The recommendation section will identify any corrective actions necessary to address NRC inspection comments or violations or potential closure of sites; all recommendations for corrective actions will include rough estimates of anticipated costs.

The report will be prepared as draft for review by the USACE, and draft-final for review by the 377<sup>th</sup> MSG. The 377<sup>th</sup> MSG, and not the USACE or Contractor, will coordinate reviews as needed with other DOD entities, the NRC, and State Regulatory Agency. It is assumed the Contractor will support in addressing any comments that come back from these other reviewers, and will ultimately prepare a final report that incorporates all approved changes by the 377<sup>th</sup> MSG.

## PART 6

## APPLICABLE PUBLICATIONS

**6.0 Applicable Publications (Current Editions):****6.1** The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

Unified Soil Classification System, Standard Practice for Soils for Engineering Purposes. American Society for Testing and Materials (ASTM) D2487.

Federal Acquisition Regulation (FAR) Clause 52.223-3, Hazardous Material Identification and Material Safety Data.

FAR Clause 52.223-5, Pollution Prevention and Right-to-Know Information.

FAR Clause 52.223-19, Compliance with Environmental Management Systems.

AFFARS Clause 5352.223-9001, Health and Safety on Government Installations.

29 CFR 1919.120(b), Occupational Safety and Health Standards, Hazardous Waste Operations and Emergency Response – Safety and Health Program.

29 CFR 1926.65(b), Safety and Health for Construction, Hazardous Waste Operations and Emergency Response – Safety and Health Program.

Department of Defense, Quality Systems Manual Version 5.3, 2019.

USACE, EM 385-1-1, Safety and Health Requirements Manual (September, 2008).

Intergovernmental Data Quality Task Force, 2005. *Unified Federal Policy Quality Assurance Project Plan. Part 1: UFP-QAPP Manual*. Final March.

Intergovernmental Data Quality Task Force, 2012. *Uniform Federal Policy for Quality Assurance Project Plans, Optimized UFP-QAPP Worksheets*, March 2012.

KAFB, 2005. Kirtland Air Force Base Document Style Guide. June. Administrative record document number 2698.

## PART 7

## ATTACHMENT/TECHNICAL EXHIBIT LISTING

## TECHNICAL EXHIBIT 1

**Performance Requirements Summary**

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

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>Standard</b>	<b>Performance Threshold</b> (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	<b>Method of Surveillance</b>
<b>Task 1: Project Management:</b>  Develop PMP that includes a project schedule, milestone payment schedule, and quality control plan.  Conduct kickoff meeting and regular status meetings.  Maintain the project schedule. Provide monthly status reports and invoices.	Provide draft PMP with all its parts for USACE review within 30 calendar days from contract award. Address all USACE comments in full and provide the final PMP within 60 calendar days from contract award.  Hold kick-off meeting within 15 calendar days of contract award. Hold regular status meetings monthly unless otherwise approved by USACE. Provide minutes to all meetings within 5 business days of the meeting.  Project schedule, monthly status report, and invoices provided monthly by the 10 <sup>th</sup> of each month starting no less than 45 calendar days from contract award.	PMP evaluated by accuracy, completeness, and timeliness.  Meetings evaluated by timeliness, and meeting minutes evaluated by accuracy, completeness, and timeliness.  Project schedule, monthly status reports, and invoices evaluated by accuracy, completeness, and timeliness.	PM verification.
<b>Task 2: Planning:</b>  Develop Work Plan, UFP-QAPP, and APP. APP will include a SSHP and RPP.	Meet document delivery schedules finalized in the PMP.	Evaluated by accuracy, completeness, and timeliness.	PM verification.

<p><b>Task 3. Radiological Survey:</b></p> <p>Complete gross gamma surveys for Sites TS-1, TS-2, TS-3, TS-4, and Building 28005.</p> <p>Complete Building 28005 Bunker Structure Investigation</p> <p>Complete systematic soil sampling (unbiased sampling locations) at all five sites.</p> <p>Complete targeted soil sampling (biased sampling locations) at all five sites.</p>	<p>Meet technical, quality, safety, and schedule requirements outlined in this PWS. Perform field activities IAW EM 385-1-1, approved plans, and permits.</p>	<p>Evaluated by safety, completeness, and timeliness.</p>	<p>USACE periodic inspection and PM verification.</p>
<p><b>Task 4: Reporting:</b></p> <p>Develop Report.</p>	<p>Meet document delivery schedule finalized in the PMP. Successful submission per PWS Section 4.6</p>	<p>Evaluate by accuracy, completeness, and timeliness.</p>	<p>PM verification.</p>

**TECHNICAL EXHIBIT 2**  
**DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/For mat</u>	<u>Submit To</u>
Meeting minutes	Provide within 5 business days of meeting	Electronic Final copy	PDF or MS Word	Deliver to USACE PM (TBD) and copy others as required by PM (TBD)
Develop PMP that includes a project schedule, milestone payment schedule, and quality control plan.	Provide draft PMP with all its parts for USACE review within 30 calendar days from contract award. Address all USACE comments in full and provide the final PMP within 60 calendar days from contract award.	Electronic Draft and Final copies	PDF or MS Project	Deliver to USACE PM (TBD) and copy others as required by PM (TBD)

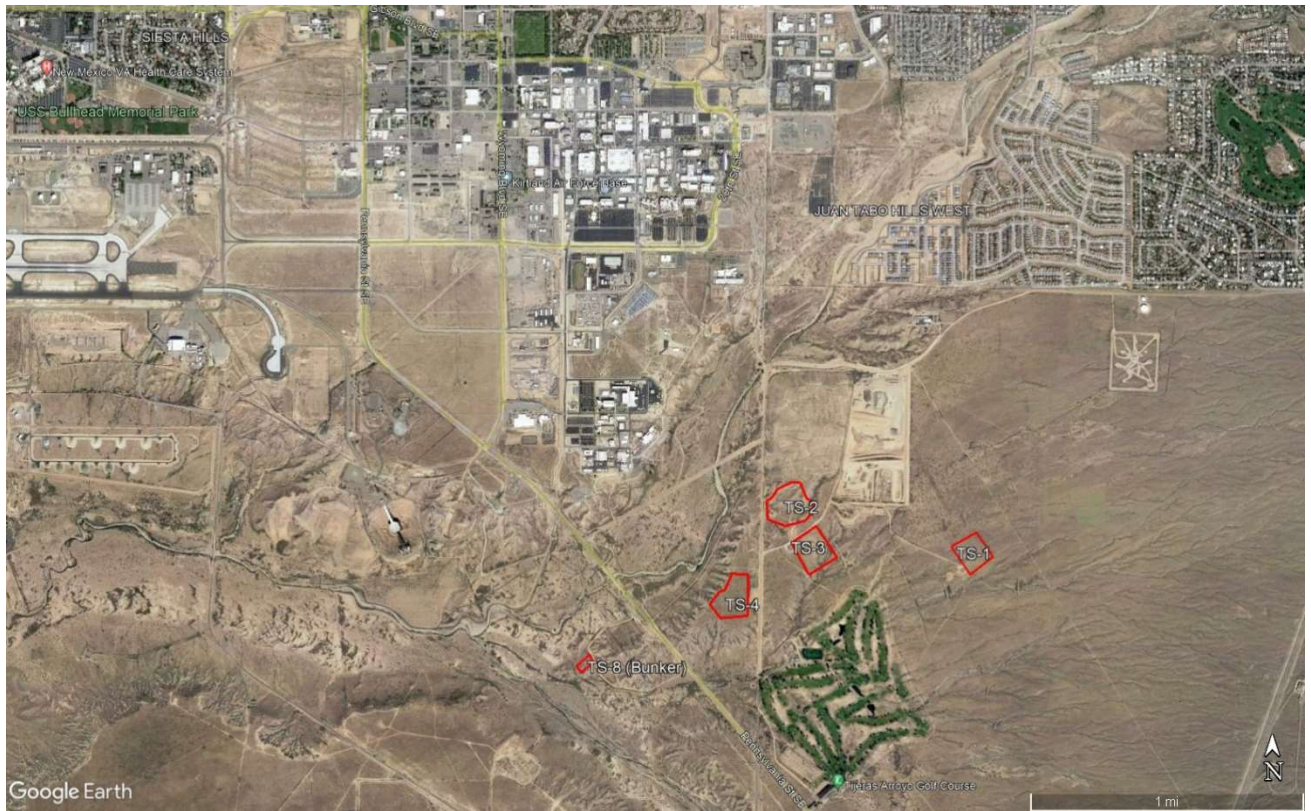


<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Monthly Status Report and Invoice	Provide monthly by 10 <sup>th</sup> of each month.	Electronic Draft and Final copies	PDF	Deliver to USACE PM (TBD) and copy others as required by PM (TBD)
Work Plan	Meet document delivery schedules finalized in the PMP.	Electronic Draft, Draft Final, and Final copies; and assume up to 10 hard copy versions will be needed.	PDF and MS Word/MS Excel GIS native files	Deliver to USACE PM (TBD) and copy others as required by PM (TBD)  USACE address: 4101 Jefferson Plaza NE Albuquerque, NM 87109
UFP-QAPP	Meet document delivery schedules finalized in the PMP.	Electronic Draft, Draft Final, and Final copies; and assume up to 10 hard copy versions may be needed.	PDF and MS Word/MS Excel GIS native files	Deliver to USACE PM (TBD) and copy others as required by PM (TBD)  USACE address: 4101 Jefferson Plaza NE Albuquerque, NM 87109
APP	Meet document delivery schedules finalized in the PMP.	Electronic Draft, Draft Final, and Final copies; and assume up to 10 hard copy versions may be needed.	PDF and MS Word/MS Excel GIS native files	Deliver to USACE PM (TBD) and copy others as required by PM (TBD)  USACE address: 4101 Jefferson Plaza NE Albuquerque, NM 87109
Report	Meet document delivery schedules finalized in the PMP.	Electronic Draft, Draft Final, and Final copies; and assume up to 10 hard copy versions will be needed.	PDF and MS Word/MS Excel GIS native files	Deliver to USACE PM (TBD) and copy others as required by PM (TBD)  USACE address: 4101 Jefferson Plaza NE Albuquerque, NM 87109

**ATTACHMENT 3**

**SITE MAPS**

- Figure 1. Vicinity Map with Range Locations
- Figure 2. TS-1 Convoy Site, 7.6 acres consisting of mostly flat terrain
- Figure 3. TS-2 C-130 Crash Site, 12.5 acres consisting of uneven terrain with hills and small arroyos
- Figure 4. TS-3 B-52 Crash Site, 10 acres consisting of mostly flat terrain
- Figure 5. TS-4 Helicopter Crash Site, 10 acres consisting of mostly flat terrain
- Figure 6. Building 28005 and the immediate surrounding area, 1 acre consisting of mostly flat terrain



**Figure 1.** OT-10 Vicinity Map with Range Locations





**Figure 2. TS-1** Convoy Site, 7.6 acres consisting of mostly flat terrain





**Figure 3. TS-2** C-130 Crash Site, 12.5 acres consisting of uneven terrain with hills and small arroyos





**Figure 4. TS-3** B-52 Crash Site, 10 acres consisting of mostly flat terrain





**Figure 5. TS-4** Helicopter Crash Site, 10 acres consisting of mostly flat terrain





**Figure 6. Building 28005 and the immediate surrounding area** 1 acre consisting of mostly flat terrain



Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.232-1	Payments	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.244-6	Subcontracts for Commercial Products and Commercial Services	JUN 2023
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions--Cost Vouchers	MAY 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019

252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

##### 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)

(a) Definition. Unique entity identifier, as used in this clause, means a number or other identifier used to identify a

specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(End of clause)

#### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation

Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JUN 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iii) 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).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception--see paragraph (b) of 52.204-27.

(v) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

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

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

(xi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.233-1, Disputes (MAY 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (JUN 2023).

(viii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) (A) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition--

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$50,000).

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1:

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).]

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and



(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—

- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
- (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
  - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
    - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
    - (ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
  - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
  - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
  - (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –  
[Contracting Officer check as appropriate.]
  - X   By the end of the base term of the contract and then by the end of each subsequent option period; or
  - By the end of the performance period for each order issued under the contract.
  - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
  - (1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.
  - (2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

## 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 the size standard in paragraph (d) of this clause.

(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.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

## (3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541620 assigned to contract number TBD.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

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

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2018)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to

include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

#### 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.



Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
- (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

## 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this

clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

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

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer

(End of clause)

#### 52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)

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

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

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

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

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

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .  
(End of provision)

## 52.225-1 BUY AMERICAN--SUPPLIES (OCT 2022)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Domestic end product means--

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both--

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of



unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

#### 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

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

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

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall--
  - (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
  - (2) Require subcontractors to--
    - (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
    - (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.
- (End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT  
(JAN 2023)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced,



recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.

(End of clause)

## 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

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

Covered defense telecommunications equipment or services means--

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

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

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

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

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

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

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

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

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

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

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor 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) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

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

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

## 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 2023)

### (a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the

Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
  - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
  - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
  - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
  - (v) Date and level of the assessment, i.e., medium or high.
  - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
  - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).
- (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.
- (f) Accessibility.
- (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
  - (2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
  - (3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through

the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

#### 252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

(End of clause)

#### 252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

## 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

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

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in 28 U.S.C. 1603(b), with each reference in section 1603(b) to a foreign state deemed to be a reference to Venezuela.

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and



(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) The Contractor shall--

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products.

(End of clause)

#### 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020) (DEVIATION 2020-O0015)

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

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

(End of clause)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL  
(JAN 2023)

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

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION

\*\*\*\*\*Effective June 23, 2022\*\*\*\*\*

In accordance with 29 C.F.R. § 4.52, the **prevailing health and welfare fringe benefits** issued under the McNamara-O'Hara Service Contract Act (SCA) **is increased to a rate of \$4.80 per hour.**

The SCA health and welfare fringe benefits level for employees performing on contracts covered by **EO 13706 will be \$4.41 for each hour of work on the contracts** (which, based on a 40 hour workweek, is \$176.40 per week, or \$764.40 per month.

\*\*\*\*\*

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5443
Director		Revision No.: 20
Division of		Date Of Last Revision: 07/21/2023
Wage Determinations		

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or  after January 30, 2022, or the  contract is renewed or extended (e.g.,  an option is exercised) on or after  January 30, 2022: 	Executive Order 14026 generally applies to  the contract.  The contractor must pay all covered workers  at least \$16.20 per hour (or the applicable  wage rate listed on this wage determination,  if it is higher) for all hours spent  performing on the contract in 2023. 
If the contract was awarded on or  between January 1, 2015 and January 29,  2022, and the contract is not renewed  or extended on or after January 30,  2022: 	Executive Order 13658 generally applies to  the contract.  The contractor must pay all covered workers  at least \$12.15 per hour (or the applicable  wage rate listed on this wage determination,  if it is higher) for all hours spent  performing on the contract in 2023. 

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: New Mexico

Area: New Mexico Counties of Bernalillo, Sandoval, Torrance, Valencia

## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.79***
01012 - Accounting Clerk II		17.73
01013 - Accounting Clerk III		19.83
01020 - Administrative Assistant		30.95
01035 - Court Reporter		29.98
01041 - Customer Service Representative I		14.00***
01042 - Customer Service Representative II		15.28***
01043 - Customer Service Representative III		17.16
01051 - Data Entry Operator I		13.68***
01052 - Data Entry Operator II		14.93***
01060 - Dispatcher, Motor Vehicle		20.92
01070 - Document Preparation Clerk		17.73
01090 - Duplicating Machine Operator		17.73
01111 - General Clerk I		13.56***
01112 - General Clerk II		14.80***
01113 - General Clerk III		16.62
01120 - Housing Referral Assistant		22.22
01141 - Messenger Courier		14.82***
01191 - Order Clerk I		18.28
01192 - Order Clerk II		19.94
01261 - Personnel Assistant (Employment) I		17.87
01262 - Personnel Assistant (Employment) II		19.98
01263 - Personnel Assistant (Employment) III		22.27
01270 - Production Control Clerk		24.84
01290 - Rental Clerk		15.21***
01300 - Scheduler, Maintenance		17.82
01311 - Secretary I		17.82
01312 - Secretary II		19.93
01313 - Secretary III		22.22
01320 - Service Order Dispatcher		18.70
01410 - Supply Technician		30.95
01420 - Survey Worker		19.93
01460 - Switchboard Operator/Receptionist		14.76***
01531 - Travel Clerk I		17.30
01532 - Travel Clerk II		18.68
01533 - Travel Clerk III		19.87
01611 - Word Processor I		16.48
01612 - Word Processor II		18.51
01613 - Word Processor III		20.70
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.88
05010 - Automotive Electrician		20.76
05040 - Automotive Glass Installer		19.12
05070 - Automotive Worker		19.12
05110 - Mobile Equipment Servicer		15.86***
05130 - Motor Equipment Metal Mechanic		22.40
05160 - Motor Equipment Metal Worker		19.12
05190 - Motor Vehicle Mechanic		22.40
05220 - Motor Vehicle Mechanic Helper		14.21***
05250 - Motor Vehicle Upholstery Worker		17.49
05280 - Motor Vehicle Wrecker		19.12
05310 - Painter, Automotive		20.76
05340 - Radiator Repair Specialist		19.12
05370 - Tire Repairer		14.18***
05400 - Transmission Repair Specialist		22.40
07000 - Food Preparation And Service Occupations		

07010 - Baker	13.98***
07041 - Cook I	13.87***
07042 - Cook II	16.73
07070 - Dishwasher	12.65***
07130 - Food Service Worker	12.09***
07210 - Meat Cutter	17.75
07260 - Waiter/Waitress	11.42***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	11.76***
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	15.07***
09110 - Furniture Repairer, Minor	16.99
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.37***
11060 - Elevator Operator	13.25***
11090 - Gardener	23.49
11122 - Housekeeping Aide	13.25***
11150 - Janitor	13.25***
11210 - Laborer, Grounds Maintenance	16.27
11240 - Maid or Houseman	12.42***
11260 - Pruner	14.48***
11270 - Tractor Operator	21.04
11330 - Trail Maintenance Worker	16.27
11360 - Window Cleaner	13.97***
12000 - Health Occupations	
12010 - Ambulance Driver	17.61
12011 - Breath Alcohol Technician	26.86
12012 - Certified Occupational Therapist Assistant	33.70
12015 - Certified Physical Therapist Assistant	29.49
12020 - Dental Assistant	18.26
12025 - Dental Hygienist	44.93
12030 - EKG Technician	30.20
12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	17.61
12071 - Licensed Practical Nurse I	24.01
12072 - Licensed Practical Nurse II	26.86
12073 - Licensed Practical Nurse III	29.94
12100 - Medical Assistant	17.61
12130 - Medical Laboratory Technician	23.23
12160 - Medical Record Clerk	20.75
12190 - Medical Record Technician	23.21
12195 - Medical Transcriptionist	18.43
12210 - Nuclear Medicine Technologist	39.91
12221 - Nursing Assistant I	12.37***
12222 - Nursing Assistant II	13.90***
12223 - Nursing Assistant III	15.17***
12224 - Nursing Assistant IV	17.04
12235 - Optical Dispenser	18.38
12236 - Optical Technician	18.37
12250 - Pharmacy Technician	19.03
12280 - Phlebotomist	16.90
12305 - Radiologic Technologist	31.19
12311 - Registered Nurse I	26.92
12312 - Registered Nurse II	32.92
12313 - Registered Nurse II, Specialist	32.92
12314 - Registered Nurse III	39.83
12315 - Registered Nurse III, Anesthetist	39.83
12316 - Registered Nurse IV	47.75
12317 - Scheduler (Drug and Alcohol Testing)	33.28
12320 - Substance Abuse Treatment Counselor	28.74

13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.34
13012 - Exhibits Specialist II	26.42
13013 - Exhibits Specialist III	32.34
13041 - Illustrator I	17.62
13042 - Illustrator II	21.82
13043 - Illustrator III	26.70
13047 - Librarian	26.59
13050 - Library Aide/Clerk	13.38***
13054 - Library Information Technology Systems Administrator	24.00
13058 - Library Technician	17.85
13061 - Media Specialist I	17.33
13062 - Media Specialist II	19.38
13063 - Media Specialist III	21.60
13071 - Photographer I	17.47
13072 - Photographer II	19.39
13073 - Photographer III	23.94
13074 - Photographer IV	29.28
13075 - Photographer V	35.44
13090 - Technical Order Library Clerk	17.17
13110 - Video Teleconference Technician	20.16
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.73
14042 - Computer Operator II	22.07
14043 - Computer Operator III	24.60
14044 - Computer Operator IV	27.34
14045 - Computer Operator V	30.27
14071 - Computer Programmer I	(see 1) 24.65
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.73
14160 - Personal Computer Support Technician	27.34
14170 - System Support Specialist	31.70
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.38
15020 - Aircrew Training Devices Instructor (Rated)	36.73
15030 - Air Crew Training Devices Instructor (Pilot)	44.06
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	30.35
15070 - Flight Instructor (Pilot)	44.06
15080 - Graphic Artist	23.90
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.87
15086 - Maintenance Test Pilot, Rotary Wing	42.87
15088 - Non-Maintenance Test/Co-Pilot	42.87
15090 - Technical Instructor	26.26
15095 - Technical Instructor/Course Developer	32.12
15110 - Test Proctor	21.19
15120 - Tutor	21.19
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.75***
16030 - Counter Attendant	13.75***
16040 - Dry Cleaner	15.71***
16070 - Finisher, Flatwork, Machine	13.75***
16090 - Presser, Hand	13.75***
16110 - Presser, Machine, Drycleaning	13.75***
16130 - Presser, Machine, Shirts	13.75***
16160 - Presser, Machine, Wearing Apparel, Laundry	13.75***

16190 - Sewing Machine Operator	16.37
16220 - Tailor	17.02
16250 - Washer, Machine	14.41***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.63
19040 - Tool And Die Maker	30.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.03
21030 - Material Coordinator	24.84
21040 - Material Expediter	24.84
21050 - Material Handling Laborer	15.42***
21071 - Order Filler	15.96***
21080 - Production Line Worker (Food Processing)	23.03
21110 - Shipping Packer	17.05
21130 - Shipping/Receiving Clerk	17.05
21140 - Store Worker I	12.91***
21150 - Stock Clerk	16.30
21210 - Tools And Parts Attendant	23.03
21410 - Warehouse Specialist	23.03
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.94
23019 - Aircraft Logs and Records Technician	24.07
23021 - Aircraft Mechanic I	30.83
23022 - Aircraft Mechanic II	32.94
23023 - Aircraft Mechanic III	34.71
23040 - Aircraft Mechanic Helper	19.55
23050 - Aircraft, Painter	28.57
23060 - Aircraft Servicer	24.07
23070 - Aircraft Survival Flight Equipment Technician	28.57
23080 - Aircraft Worker	26.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.32
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.83
23110 - Appliance Mechanic	19.92
23120 - Bicycle Repairer	17.22
23125 - Cable Splicer	31.72
23130 - Carpenter, Maintenance	21.35
23140 - Carpet Layer	21.77
23160 - Electrician, Maintenance	26.24
23181 - Electronics Technician Maintenance I	27.18
23182 - Electronics Technician Maintenance II	29.51
23183 - Electronics Technician Maintenance III	31.84
23260 - Fabric Worker	19.91
23290 - Fire Alarm System Mechanic	22.70
23310 - Fire Extinguisher Repairer	18.05
23311 - Fuel Distribution System Mechanic	28.08
23312 - Fuel Distribution System Operator	21.03
23370 - General Maintenance Worker	18.39
23380 - Ground Support Equipment Mechanic	30.83
23381 - Ground Support Equipment Servicer	24.07
23382 - Ground Support Equipment Worker	26.32
23391 - Gunsmith I	18.05
23392 - Gunsmith II	21.77
23393 - Gunsmith III	25.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.99
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.56
23430 - Heavy Equipment Mechanic	27.18
23440 - Heavy Equipment Operator	22.62
23460 - Instrument Mechanic	34.85

23465 - Laboratory/Shelter Mechanic	23.63
23470 - Laborer	15.42***
23510 - Locksmith	20.75
23530 - Machinery Maintenance Mechanic	24.93
23550 - Machinist, Maintenance	23.34
23580 - Maintenance Trades Helper	16.11***
23591 - Metrology Technician I	34.85
23592 - Metrology Technician II	37.23
23593 - Metrology Technician III	39.24
23640 - Millwright	30.53
23710 - Office Appliance Repairer	23.32
23760 - Painter, Maintenance	18.84
23790 - Pipefitter, Maintenance	25.59
23810 - Plumber, Maintenance	23.71
23820 - Pneudraulic Systems Mechanic	25.50
23850 - Rigger	29.21
23870 - Scale Mechanic	21.77
23890 - Sheet-Metal Worker, Maintenance	28.14
23910 - Small Engine Mechanic	18.76
23931 - Telecommunications Mechanic I	26.47
23932 - Telecommunications Mechanic II	28.27
23950 - Telephone Lineman	25.50
23960 - Welder, Combination, Maintenance	21.39
23965 - Well Driller	26.05
23970 - Woodcraft Worker	25.50
23980 - Woodworker	18.05
24000 - Personal Needs Occupations	
24550 - Case Manager	18.30
24570 - Child Care Attendant	12.30***
24580 - Child Care Center Clerk	16.05***
24610 - Chore Aide	12.36***
24620 - Family Readiness And Support Services Coordinator	18.30
24630 - Homemaker	18.30
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.05
25040 - Sewage Plant Operator	22.40
25070 - Stationary Engineer	28.05
25190 - Ventilation Equipment Tender	17.79
25210 - Water Treatment Plant Operator	22.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.42
27007 - Baggage Inspector	13.80***
27008 - Corrections Officer	18.93
27010 - Court Security Officer	19.57
27030 - Detection Dog Handler	15.44***
27040 - Detention Officer	18.93
27070 - Firefighter	20.20
27101 - Guard I	13.80***
27102 - Guard II	15.44***
27131 - Police Officer I	27.08
27132 - Police Officer II	30.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.41
28042 - Carnival Equipment Repairer	18.32
28043 - Carnival Worker	12.09***
28210 - Gate Attendant/Gate Tender	14.09***
28310 - Lifeguard	11.50***
28350 - Park Attendant (Aide)	15.76***
28510 - Recreation Aide/Health Facility Attendant	11.50***
28515 - Recreation Specialist	19.53
28630 - Sports Official	12.55***



28690 - Swimming Pool Operator	22.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.95
29020 - Hatch Tender	23.95
29030 - Line Handler	23.95
29041 - Stevedore I	21.90
29042 - Stevedore II	25.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.48
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.02
30021 - Archeological Technician I	19.84
30022 - Archeological Technician II	22.19
30023 - Archeological Technician III	27.50
30030 - Cartographic Technician	27.50
30040 - Civil Engineering Technician	25.46
30051 - Cryogenic Technician I	30.45
30052 - Cryogenic Technician II	33.63
30061 - Drafter/CAD Operator I	19.84
30062 - Drafter/CAD Operator II	22.19
30063 - Drafter/CAD Operator III	24.74
30064 - Drafter/CAD Operator IV	30.45
30081 - Engineering Technician I	16.63
30082 - Engineering Technician II	18.68
30083 - Engineering Technician III	20.89
30084 - Engineering Technician IV	25.89
30085 - Engineering Technician V	31.66
30086 - Engineering Technician VI	38.31
30090 - Environmental Technician	28.24
30095 - Evidence Control Specialist	27.50
30210 - Laboratory Technician	24.14
30221 - Latent Fingerprint Technician I	22.75
30222 - Latent Fingerprint Technician II	25.13
30240 - Mathematical Technician	27.50
30361 - Paralegal/Legal Assistant I	18.81
30362 - Paralegal/Legal Assistant II	23.31
30363 - Paralegal/Legal Assistant III	28.50
30364 - Paralegal/Legal Assistant IV	34.49
30375 - Petroleum Supply Specialist	33.63
30390 - Photo-Optics Technician	27.50
30395 - Radiation Control Technician	33.63
30461 - Technical Writer I	25.36
30462 - Technical Writer II	31.03
30463 - Technical Writer III	37.53
30491 - Unexploded Ordnance (UXO) Technician I	27.63
30492 - Unexploded Ordnance (UXO) Technician II	33.43
30493 - Unexploded Ordnance (UXO) Technician III	40.07
30494 - Unexploded (UXO) Safety Escort	27.63
30495 - Unexploded (UXO) Sweep Personnel	27.63
30501 - Weather Forecaster I	30.45
30502 - Weather Forecaster II	37.04
30620 - Weather Observer, Combined Upper Air Or Surface Programs	24.74
30621 - Weather Observer, Senior (see 2)	27.50
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.43
31020 - Bus Aide	11.27***
31030 - Bus Driver	17.94
31043 - Driver Courier	17.06
31260 - Parking and Lot Attendant	14.32***
31290 - Shuttle Bus Driver	16.05***
31310 - Taxi Driver	12.92***

31361 - Truckdriver, Light	19.04
31362 - Truckdriver, Medium	21.00
31363 - Truckdriver, Heavy	22.85
31364 - Truckdriver, Tractor-Trailer	22.85
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.30
99030 - Cashier	12.56***
99050 - Desk Clerk	12.41***
99095 - Embalmer	25.76
99130 - Flight Follower	27.63
99251 - Laboratory Animal Caretaker I	13.91***
99252 - Laboratory Animal Caretaker II	15.53***
99260 - Marketing Analyst	26.40
99310 - Mortician	25.76
99410 - Pest Controller	22.01
99510 - Photofinishing Worker	14.52***
99710 - Recycling Laborer	21.71
99711 - Recycling Specialist	27.92
99730 - Refuse Collector	19.62
99810 - Sales Clerk	13.80***
99820 - School Crossing Guard	14.81***
99830 - Survey Party Chief	24.79
99831 - Surveying Aide	22.54
99832 - Surveying Technician	22.74
99840 - Vending Machine Attendant	14.20***
99841 - Vending Machine Repairer	19.12
99842 - Vending Machine Repairer Helper	14.20***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 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))."

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision--

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

(d) 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).

(End of provision)

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$19,000,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.



(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the 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).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the 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).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in

paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

## 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that--

(1) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

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

(End of provision)

## 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) 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--

(1) 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

(2) 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.

(b) The Offeror represents that--

(1) 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

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

(End of provision)

#### 52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

X (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes,



identifying change by provision number, title, date \_\_\_\_]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it ☐ does, ☐ 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.

(End of provision)

#### 252.204-7017 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)

## 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cyber/safeguarding.html#nistSP800171>.

## (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) Definitions. As used in this provision--

Agency or instrumentality of the government of Venezuela, business operations, government of Venezuela, and person have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror is a person that--

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION - REPRESENTATION (JUN 2023)

(a) Definitions. Forced labor and XUAR, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on certain procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS - REPRESENTATION (MAY 2020) (DEVIATION 2020-O0015)

(a) *Prohibition.* Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

(b) *Representations.* By submission of its offer, the Offeror represents that it will not provide or use -

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

#### 252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

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

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) *Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) *Representation.* By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

#### 252.232-7015 PERFORMANCE-BASED PAYMENTS--REPRESENTATION (DEC 2022)

(a) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(b) The Offeror represents that its financial statements are [ ] are not [ ] in compliance with Generally Accepted Accounting Principles.

(End of provision)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-1	Site Visit	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

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

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

<https://www.acquisition.gov/>

(End of provision)

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)