

Solicitation/Contract/Order for Commercial Products and Commercial Services				1. REQUISITION NUMBER 20155003		PAGE OF PAGES 1 71					
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE 00/00/0000		4. ORDER NUMBER		5. SOLICITATION NUMBER 70B03C26R00000125		6. SOLICITATION ISSUE DATE 09/01/2026			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Max Hempe			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME 09/14/2026 5:00 PM EST				
9. ISSUED BY CODE 7014 DHS - Customs & Border Protection Border Enforcement Contracting Division 1300 Pennsylvania Ave, NW Washington DC 20229		10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN- OWNED SMALL BUSINESS (EDWOSB) ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ 8(A) NAICS: 561720 SIZE STANDARD:									
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP					
15. DELIVER TO CODE See Attached Delivery Schedule		16. ADMINISTERED BY CODE DHS - Customs & Border Protection Border Enforcement Contracting Division 1300 Pennsylvania Ave, NW Washington DC 20229									
17a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE US Customs and Border Protection FAD Mail Stop 203-V 8899 E. 56th Street Indianapolis IN 46249							
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. ☒ SEE ADDENDUM							
19. ITEM NUMBER		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
10		OPS-CUST+GRDS+PEST DRT SECTOR AMO Base		12		MO					
20		OPS-CUST+GRDS+PEST DRT SECTOR BP Base		12		MO					
30		OPS-CUST+GRDS+PEST DRT SECTOR AMO OY1		12		MO					
40		OPS-CUST+GRDS+PEST DRT SECTOR BP OY1		12		MO					
50		OPS-CUST+GRDS+PEST DRT SECTOR AMO OY2		12		MO					
60		OPS-CUST+GRDS+PEST DRT SECTOR BP OY2		12		MO					
70		OPS-CUST+GRDS+PEST DRT SECTOR AMO OY3		12		MO					
80		OPS-CUST+GRDS+PEST DRT SECTOR BP OY3		12		MO					
90		OPS-CUST+GRDS+PEST DRT SECTOR AMO OY4		12		MO					
100		OPS-CUST+GRDS+PEST DRT SECTOR BP OY4		12		MO					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00					
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ NOT ATTACHED. ☒											
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.											
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30A. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED	

CONTRACT NUMBER	REQUISITION NUMBER 20155003	AWARD/EFFECTIVE DATE 00/00/0000
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ADDITIONAL INFORMATION:

This is a procurement action for a competitive 8(a) Firm-Fixed-Price Contract for Janitorial and Grounds Maintenance Services for the U.S. Customs and Border Protection, Del Rio Sector, area of operations. The requirement will be provided in accordance with the attached Statement of Work.

PERIOD OF PERFORMANCE: (ANTICIPATED)

Base Period: September 30, 2026 - September 29, 2027
Option Year 1: September 30, 2027 - September 29, 2028
Option Year 2: September 30, 2028 - September 29, 2029
Option Year 3: September 30, 2029 - September 29, 2030
Option Year 4: September 30, 2030 - September 29, 2031

The option periods will be reviewed in accordance with FAR 52.217-5, Evaluation of Options, which is contained herein. The option periods may be exercised in accordance with FAR 52.217-9 Option to Extend the Term of the Contract, which is contained herein. The Government does not guarantee that the options will be exercised. The options may be exercised unilaterally at the sole discretion of the Government.

ATTACHMENTS:

1. Attachment A - Statement of Work (SOW)
2. Attachment B - Environmental Requirements
3. Attachment C - Wage Determination 2015-5301, Wage Determination 2015-5303, and Wage Determination 2015-5251

In compliance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," dated January 21, 2025, the contractor agrees that its compliance in all respects with applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and, by virtue of submitting a quote/offer, the contractor certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

No requirement in this contract should conflict or contravene Executive Order "Unleashing American Energy" dated January 20, 2025. To the extent any requirement may conflict or contravene that Executive Order, the requirement is deemed inapplicable to this contract. This would include requirements related to "climate-related risk management and/or greenhouse gas (GHG) emissions inventory and/or reduction target disclosure requirements." The Contractor should consult with the Contracting Officer on any such requirement they determine is inconsistent with the Executive Order, and work on proposed modifications to comply with the EO and statutory requirements.

32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL
☐ PARTIAL ☐ FINAL						37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)		
				42c. DATE RECEIVED (MM/DD/YYYY)		42d. TOTAL CONTAINERS

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ADDITIONAL INFORMATION:

In response to Executive Order 14275, Restoring Common Sense to Federal Procurement, signed April 15, 2025, the Department of Homeland Security (DHS) has implemented the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) through a series of class deviations. DHS Class Deviations are publicly available at <https://www.dhs.gov/cpo-dhs-far-overhaul-deviations>, and have been applied to this contract. Any updates to the FAR made pursuant to the RFO and subsequently adopted by DHS via class deviation, at or before the time of award, shall be deemed adopted and become the controlling and applicable clauses for this contract. All references to the FAR herein are to the applicable RFO DHS class deviations.

NOTE: The contractor affirmatively agrees that by submitting a proposal, they do not take any exception to performing the requirements of the solicitation in its entirety and will not include any exceptions or conflicting or contradictory terms in its quote. Any such terms contained in the contractor's quote will be inapplicable to the awarded contract and could render the contractor's quote ineligible for award.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

The Government may seek price discounts after award during contract performance. The intent is to ask vendors to determine if potential price reductions and/or operational efficiencies can be achieved, considering market conditions of the time. Any changes to the TO would be through mutual agreement.

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SECTION I SCHEDULES**I.1 SCHEDULE OF SUPPLIES/SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	CUST+GRDS+PEST DRT SECTOR AMO - Base	12	MO		
20	CUST+GRDS+PEST DRT SECTOR BP- Base	12	MO		
30	CUST+GRDS+PEST DRT SECTOR AMO - OY1	12	MO		
40	CUST+GRDS+PEST DRT SECTOR BP- OY1	12	MO		
50	CUST+GRDS+PEST DRT SECTOR AMO - OY2	12	MO		
60	CUST+GRDS+PEST DRT SECTOR BP - OY2	12	MO		
70	CUST+GRDS+PEST DRT SECTOR AMO - OY3	12	MO		
80	CUST+GRDS+PEST DRT SECTOR BP- OY3	12	MO		
90	CUST+GRDS+PEST DRT SECTOR AMO - OY4	12	MO		
100	CUST+GRDS+PEST DRT SECTOR BP- OY4	12	MO		

Total Funded Value of Award:**I.1 DELIVERY SCHEDULE**

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 2401 Dodson Ave Del Rio, TX 78840	10	12	09/29/2027
Click here to enter text.	20	12	09/29/2027
	30	12	09/29/2028
	40	12	09/29/2028
	50	12	09/29/2029
	60	12	09/29/2029
	70	12	09/29/2030
	80	12	09/29/2030
	90	12	09/29/2031
	100	12	09/29/2031

SECTION II CONTRACT CLAUSES**II.1 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): www.acquisition.gov . *[Insert one or more Internet addresses]*

(End of clause)

II.2 52.203-3 GRATUITIES (APR 1984)**II.3 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) ALTERNATE I (NOV 2021)****II.4 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)****II.5 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)****II.6 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)****II.7 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)****II.8 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)****II.9 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)****II.10 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)****II.11 52.208-90, GOVERNMENT SUPPLY SOURCES (APR 2026) (DEVIATION 25-20, Revision 1)**

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, *Government Property*, apply to all property acquired under such authorization.

(End of clause)

II.12 52.222-3 CONVICT LABOR (JUN 2003)**II.13 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)****II.14 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)****II.15 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
11150 – Janitor	\$14.00

11210 – Laborer, Grounds Maintenance	\$15.13

(End of clause)

II.16 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

II.17 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

II.18 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022)

II.19 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

II.20 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (OCT 2025) (DEVIATION 26-12), ALTERNATE I (OCT 2025) (DEVIATION 26-12)

- (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 Safety Data Sheet submitted under this contract.

Material (If none, insert <i>None</i>)	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 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 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.
- (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

(End of clause)

II.21 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

II.22 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

II.23 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)

II.24 52.223-11 OZONE-DEPLETING SUBSTANCES (OCT 2025) (DEVIATION 26-12)

(a) Definitions. As used in this clause—

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* *The Contractor shall insert the name of the substance(s).*

(End of clause)

II.25 52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (OCT 2025) (DEVIATION 26-12)

In accordance with 40 CFR 82.84(a)(3), the Contractor shall comply with the applicable requirements of sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

II.26 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

II.27 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

II.28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

II.29 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

II.30 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

II.31 52.240-93 BASIC SAFEGUARDING of COVERED CONTRACTOR INFORMATION SYSTEMS (AUG 2025)(DEVIATION 25-23)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

- (1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
- (2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements.*

- (1) *Basic requirements.* The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

II.32 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 Days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

(End of clause)

II.33 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 *Department of Homeland Security Acquisition Regulation (HSAR)* (48 CFR 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

II.34 3052.212-70 CONTRACT TERMS and CONDITIONS APPLICABLE to DHS ACQUISITION of COMMERCIAL ITEMS (JUL 2023) (HSAR DEVIATION 25-09)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

- [] 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- [] 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
- [] 3052.247-70 F.o.B. Origin Information.

☐ Alternate I

☐ Alternate II

☐ 3052.247-71 F.o.B. Origin Only.

☐ 3052.247-72 F.o.B. Destination Only.

(b) *Clauses.*

☒ 3052.203-70 Instructions for Contractor Disclosure of Violations.

☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

☐ Alternate I

☐ 3052.209-72 Organizational Conflicts of Interest.

☐ 3052.209-73 Limitation on Future Contracting.

☐ 3052.215-70 Key Personnel or Facilities.

☐ 3052.216-71 Determination of Award Fee.

☐ 3052.216-72 Performance Evaluation Plan.

☐ 3052.216-73 Distribution of Award Fee.

☐ 3052.219-71 DHS Mentor Protégé Program.

☒ 3052.228-70 Insurance.

☐ 3052.236-70 Special Provisions for Work at Operating Airports.

☒ 3052.240-71 Contractor Employee Access (HSAR DEVIATION 25-12).

☐ Alternate I

☐ Alternate II

☐ 3052.240-72 Safeguarding of Controlled Unclassified Information (HSAR DEVIATION 25-12).

☐ Alternate I

☐ 3052.240-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents (HSAR DEVIATION 25-12).

☒ 3052.242-72 Contracting Officer's Representative.

(End of clause)

II.35 3052.240-71 CONTRACTOR EMPLOYEE ACCESS (JUL 2023) (HSAR DEVIATION 25-12)

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

- (1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);
- (2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116-283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;
- (3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";
- (4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be

protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

- (5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;
- (6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;
- (7) Information Systems Vulnerability Information (ISVI) means:
 - (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/ need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or
 - (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;
- (8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;
- (9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;
- (10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;
- (11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.
 - (i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.
 - (ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:
 - (A) Truncated SSN (such as last 4 digits);
 - (B) Date of birth (month, day, and year);
 - (C) Citizenship or immigration status;
 - (D) Ethnic or religious affiliation;
 - (E) Sexual orientation;
 - (F) Criminal history;
 - (G) Medical information; and

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

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

- (b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under departmental procedures.
- (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.
- (f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

(End of clause)

II.36 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (AUG 2025)(DEVIATION 25-19)

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

Commercial and Government Entity code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration.*

- (1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at <https://www.sam.gov> during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.
- (2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements.*

- (1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation

(FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

- (i) Change the legal business name in SAM;
- (ii) Comply with the requirements of FAR part 42; and
- (iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

- (2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees.*

- (1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.
- (2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) *Communicating changes.* The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

II.37 52.209-6 PROTECTING the GOVERNMENT'S INTEREST WHEN SUBCONTRACTING with CONTRACTORS DEBARRED, SUSPENDED, PROPOSED for DEBARMENT, or VOLUNTARILY EXCLUDED (NOV 2025)(DEVIATION 25-27)

(a) *Definition.* 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" in 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.

(b) *The Government suspends or debar Contractors to protect the Government's interests.* Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is

debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.
- (e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
- (1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and
 - (2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

II.38 52.209-9 UPDATES of PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025)(DEVIATION 25-27)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.
- (b) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
 - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-
 - (i) Past performance reviews required by part 42.
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that the Government has posted. FAPIIS will retain the comments as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available (section 3010 of Pub. L. 111-212).
- (d) The Government will handle public requests for system information posted prior to April 15, 2011, under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**II.39 52.209-10 PROHIBITION on CONTRACTING with INVERTED DOMESTIC CORPORATIONS (NOV 2025)
(DEVIATION 25-27)**

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

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

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

- (1) Directly by a parent corporation; or
 - (2) Through another subsidiary of a parent corporation.
- (b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.
- (c) Exceptions to this prohibition are located at 9.108-3.
- (d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

**II.40 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS and COMMERCIAL SERVICES
(AUG 2025) (DEVIATION 25-21)**

- (a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
- (b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights –
- (1) Within a reasonable 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.
- (c) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (d) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (e) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (f) *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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall –
- (1) Notify the Contracting Officer in writing as soon as possible;
 - (2) Remedy the delay as quickly as possible; and
 - (3) Notify the Contracting Officer when the occurrence is over.

- (g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment* –
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall –
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (5) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if –
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *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 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 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 which reasonably could have been avoided.
- (m) *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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *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.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (r) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services;
 - (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) Other contract clauses incorporated in the solicitation or contract;
 - (4) Addenda to this solicitation or contract;
 - (5) Solicitation provisions incorporated in the solicitation;
 - (6) Other paragraphs of this clause;
 - (7) Other documents, exhibits, and attachments; and
 - (8) The specification.

(s) *Unauthorized obligations.*

- (1) Except as stated in paragraph (s)(2) 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:
 - (i) Any such clause is unenforceable against the Government.
 - (ii) 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.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
 - (2) Paragraph (s)(1) 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.
- (t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (u) *Incorporation by reference.* 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)

II.41 52.219-8 UTILIZATION of SMALL BUSINESS CONCERNS (OCT 2025)(DEVIATION 26-03)(a) *Definitions.* As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern 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 and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent of which is owned and controlled (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

Veteran-owned small business (VOSB) concern means a small business concern-

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

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

Women-owned small business (WOSB) concern means a small business concern-

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

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

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c) (1) A joint venture qualifies as a small business concern if-

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)"; and

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor-

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at <https://search.certifications.sba.gov/>.

(End of clause)

- (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 sections 19.105, 19.106, 19.107, and 19.108;
 - (4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
 - (5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; 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.
- 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 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;
 - (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.]
 - ☒ 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 protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé 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)

II.43 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2025)(DEVIATION 26-03)

(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 (c) 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 a small business concern, a small disadvantaged business concern, or a joint venture that 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 (e) of this clause or, if applicable, paragraph (g) 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) 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>.

(d) 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) 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 officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

- (f) 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 (e) or (g) of this clause.
- (g) 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 _____ assigned to contract number _____.
 - (2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.]*
The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
 - (3) 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: ____.]*
 - (4) 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: ____.]*
 - (5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]*
 - (6) HUBZone joint venture eligible under the HUBZone Program. *[Complete only if the offeror is a HUBZone small business concern.]* The offeror represents, as part of its offer, It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. *[Contractor to sign and date and insert authorized signer's name and title. _____]*

(End of clause)

II.44 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (APR 2026) (DEVIATION 26-10, Revision 1)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

- (b) *Equal opportunity clause.* The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans..
- (c) *Subcontracts.* The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

II.45 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (OCT 2025) (DEVIATION 26-10)

- (a) *Equal opportunity clause.* The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

- (b) *Subcontracts*. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

II.46 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2025) (DEVIATION 26-10)

- (a) *Definitions*. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.
- (b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-
- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
 - (3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.
- (c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).
- (d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.
- (e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report.
- (f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.
- (g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

II.47 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (APR 2026) (DEVIATION 26-10, Revision 1)

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

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

- (1) Means any item of supply 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, 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. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into

intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, *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 that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification* requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-
 - (i) *All new employees.*
 - (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.
 - (ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.
- (c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-Verify.gov>.
- (d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-
- (1) Is for-
 - (i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.

(End of clause)

II.48 52.222-90 ADDRESSING DEI DISCRIMINATION by FEDERAL CONTRACTORS (APR 2026) (DEVIATION 26-10, Revision 2)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

- (b) In connection with the performance of work under this contract, the Contractor agrees as follows:
- (1) The Contractor will not engage in any racially discriminatory DEI activities;
 - (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
 - (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
 - (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
 - (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
- (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

II.49 52.223-23 SUSTAINABLE PRODUCTS (OCT 2025) (DEVIATION 26-12)

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

Sustainable product means—

- (1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).
 - (2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products> , <https://www.energystar.gov/products?s=mega> , and <https://www.energy.gov/femp/low-standby-power-product-list>).
 - (3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>).
 - (4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).
- (b) *Requirements.* The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—
- (1) Delivered to the Government;
 - (2) Furnished for use by the Government;
 - (3) Incorporated into the construction of a public building or public work; or
- (c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

II.50 52.233-1 DISPUTES (AUG 2025) (DEVIATION 25-25)

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

Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.

- (b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
- (c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.
- (d)(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.

- (2) (i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification must state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h)(1) The Government must pay interest on the amount found due and unpaid from the date that-
 - (i) The Contracting Officer receives the claim (certified, if required); or
 - (ii) Payment otherwise would be due, if that date is later, until the date of payment.
- (2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.
- (i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract. The Contractor must comply with any decision of the Contracting Officer.

(End of clause)

II.51 52.233-3 PROTEST AFTER AWARD (AUG 2025) (DEVIATION 25-25)

- (a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

II.52 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (AUG 2025) (DEVIATION 25-25)

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

(End of clause)

II.53 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 20-05) (NOV 2025)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

Covered 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.

Covered article, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following --

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;

- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

Kaspersky Lab-covered article means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

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

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

- (b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

- (1) 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 (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
 - (2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
 - (3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) 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) *Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.*
- (1) *Prohibition.* The Contractor is prohibited from—
 - (i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
 - (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
 - (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
 - (2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
 - (3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
- (d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*
- (1) Certain telecommunications and video surveillance equipment, systems, or services.
 - (i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
 - (ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
 - (A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
 - (B) 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) Office of Foreign Assets Control Restrictions.
 - (i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
 - (ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

- (A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.
 - (B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.
 - (C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
- (3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
- (4) *Iran prohibitions.*
- (i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).
 - (ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
 - (iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
 - (iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
- (e) *Governmentwide exclusion and removal orders.*
- (1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts, DHS FASCSA orders apply.
 - (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.
 - (3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
 - (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
- (f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
- (g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
- (h) *General report.*
- (1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
 - (i) Contract number and order number, if applicable;

- (ii) The specific prohibition the product or service is not complying with;
 - (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
 - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
 - (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
 - (vii) Whether alternative products or services are available that would comply with the prohibition;
 - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
 - (A) Brand;
 - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
 - (C) Item description, as applicable.
 - (ix) Any readily available information about mitigation actions implemented or recommended.
- (2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
- (i) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
 - (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
 - (iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
- (4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
- (i) *New FASCSA orders report.*
- (1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
 - (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
 - (3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The

Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

- (i) Contract number and order number, if applicable;
 - (ii) Name of the covered article or source subject to a FASCSA order;
 - (iii) The specific FASCSA order the product or service does not comply with;
 - (iv) The elements of (h)(1)(iii) through (ix) of this clause.
- (j) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

II.54 52.244-6 SUBCONTRACTS for COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (SEP 2025) (DEVIATION 25-34)

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

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401.

(b) *Requirements*.

- (1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
- (2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.219-8*	Utilization of Small Business Concerns	Jan 2025
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-50	Combating Trafficking in Persons	Nov 2021
52.222-50	"With Alt I Combating Trafficking in Persons, Alternate I"	Mar 2015
52.222-51	"Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements"	May 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	May 2014
52.222-54	Employment Eligibility Verification	Jan 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.224-3	Privacy Training	Jan 2017
52.224-3	"with Alt I Privacy Training, with Alternate I"	Jan 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	Oct 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.240-3	Security Prohibitions and Exclusions	DATE
52.240-3	"with Alt I Security Prohibitions and Exclusions, with its Alternate I"	DATE
52.240-4	Security Requirements	DATE

Number	Title	Date
52.240-4	"with Alt II Security Requirements, with its Alternate II"	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Nov 2021

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

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

II.55 52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means--

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
- (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

"Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Loss of Government property" means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government

property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to--

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"*Production scrap*" means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"*Property records*" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property." See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"*Unit acquisition cost*" means--

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

- (1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).
- (2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).
- (3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

- (4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.
- (c) **Use of Government property.** (1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.
- (2) Modifications or alterations of Government property are prohibited, unless they are--
- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
 - (ii) Required for normal maintenance; or
 - (iii) Otherwise authorized by the Contracting Officer.
- (3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.
- (d) **Government-furnished property.**
- (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.
- (2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.
- (i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.
 - (ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).
 - (iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.
- (3) (i) The Contracting Officer may by written notice, at any time--
- (A) Increase or decrease the amount of Government-furnished property under this contract;
 - (B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or
 - (C) Withdraw authority to use property.
- (ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.
- (e) **Title to Government property.** (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection

and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator

may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

- (v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).
 - (B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.
- (vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.
- (vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.
 - (A) This process shall include the corrective actions necessary to prevent recurrence.
 - (B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:
 - (1) Date of incident (if known).
 - (2) The data elements required under (f)(1)(iii)(A).
 - (3) Quantity.
 - (4) Accountable contract number.
 - (5) A statement indicating current or future need.
 - (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
 - (7) All known interests in commingled material of which includes Government material.
 - (8) Cause and corrective action taken or to be taken to prevent recurrence.
 - (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
 - (10) Copies of all supporting documentation.
 - (11) Last known location.
 - (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.
 - (C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when--
 - (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
 - (2) Property Administrator grants relief of responsibility and liability for loss of Government property;
 - (3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
 - (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.
- (g) *Systems analysis.* (1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.
- (2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.
- (3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.
- (h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies--
 - (i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.
 - (ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
 - (iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.
- (2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.
- (3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.
- (4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.
- (5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.
- (i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:
 - (1) Any delay in delivery of Government-furnished property.
 - (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
 - (3) An increase, decrease, or substitution of Government-furnished property.
 - (4) Failure to repair or replace Government property for which the Government is responsible.
- (j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.
- (1) *Predisposal requirements.* (i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate.

In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

- (ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

- (2) *Inventory disposal schedules.* (i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report--

- (A) Government-furnished property that is no longer required for performance of this contract;
- (B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and
- (C) Termination inventory.

- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

- (iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

- (iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

- (A) Any additional information that may facilitate understanding of the property's intended use.
- (B) For work-in-progress, the estimated percentage of completion.
- (C) For precious metals in raw or bulk form, the type of metal and estimated weight.
- (D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.
- (E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

- (v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

- (vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

- (3) *Submission requirements.* (i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

- (A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;
- (B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
- (C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

- (ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

- (4) *Corrections.* The Plant Clearance Officer may--

- (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
- (ii) Require the Contractor to correct an inventory disposal schedule.

- (5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

- (6) *Storage.*

- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
- (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

- (i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.
- (ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

- (1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.
- (2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.
- (3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.
- (4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

II.56 52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of-

- (1) Contracts with the Government that specifically authorize such use without charge;
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract-
 - (i) Approves a subcontract specifically authorizing such use; or

- (ii) Otherwise authorizes such use in writing; and
- (3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.
- (c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.
- (d) General.
 - (1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.
 - (2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.
- (e) *Rental charge.-*
 - (1) *Real property and associated fixtures.*
 - (i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.
 - (ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
 - (iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.
 - (iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.
 - (2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.
 - (3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.
- (f) Rental payments.
 - (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.
 - (2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.
 - (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.
- (g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its prerental condition (less normal wear and tear), or both.

- (h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

II.57 52.253-1 COMPUTER GENERATED FORMS (OCT 2025) (DEVIATION 26-10)

- (a) Any data required to be submitted on a Standard or Optional may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

II.58 CONTRACT TYPE (OCT 2008)

This is a Firm Fixed Price Contract .

[End of Clause]

II.59 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

II.60 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (AUG 2024)

1. Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).
2. "*Payment request*" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.
3. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (The Contracting Officer is required to list the documentation required under this contract. If no documentation is required, enter "none".):
 - Detailed Invoice by Line Item
 - _____
 - _____
 - _____
 - _____
4. The IPP was designed and developed for Contractors to enroll, access, and use IPP for submitting requests for payment.

- a. If the Contractor is not registered in IPP, CBP will initiate a request to the U.S. Department of Treasury to grant access. The Contractor's System for Award Management (SAM) accounts receivable point of contact will receive an email notification from the U.S. Department of Treasury with instructions to register with ID.me or Login.gov.
 - b. Once registered, the Contractor is required to log in to the IPP Application at <https://www.ipp.for.fiscal.treasury.gov/> and submit their invoices.
5. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer. The Contracting Officer will provide the waiver request form to the Contractor to complete upon request.
 6. In accordance with FAR 32.904(b), the Contracting Officer, in conjunction with the COR will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.
 7. Contractor assistance with the use of IPP can be obtained by emailing the U.S. Treasury IPP Customer Support at IPPCustomerSupport@fiscal.treasury.gov or by phone at (866) 973-3131.

(End of Supplementary Term and Condition)

II.61 GOVERNMENT PROPERTY (MAR 2003)

The Contractor will be provided with the following items of property for performance of this contract, in accordance with the Government Property clause(s) contained herein.

Item Description	Property ID Number	Quantity	Delivery Date
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[End of Clause]

II.62 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

II.63 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1.
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all

communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

II.64 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

II.65 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (AUG 2022)

A. Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review the evaluation is considered complete, and the decision is final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Designated Contractor Representative

The contractor must identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

C. Electronic Access to Contractor Performance Evaluations

The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed

(End of Supplementary Terms and Conditions)

II.66 PREVENT, DETECT AND RESPOND TO SEXUAL ABUSE AND ASSAULT IN CONFINEMENT FACILITIES (FEB 2017)

1. As prescribed by the Prison Rape Elimination Act (PREA) of 2003, 44 U.S.C. § 15601 et. seq., the Contractor shall comply with the Department of Homeland Security (DHS) "Standards to Prevent, Detect and Respond to Sexual Abuse and Assault in Confinement Facilities," codified at 6 C.F.R. Part 115 (the Regulations), for preventing, detecting and responding to sexual abuse and assault within U.S. Customs and Border Protection (CBP) holding facilities¹, whether owned, operated or contracted. The contractor shall also comply with all applicable Federal PREA standards and all applicable DHS and CBP policies implementing PREA.
2. In addition to the general requirements of the above PREA standards and policies, the Contractor further acknowledge the following specific roles and responsibilities in complying with the Regulations:
 - a. Detainee Supervision (6 CFR § 115.113): Ensure sufficient supervision of detainees to protect detainees against sexual abuse.
 - b. Juveniles and Family Requirements (6 CFR § 115.114): Ensure juvenile and family detainees are afforded the appropriate protections.
 - c. Cross-Gender Viewing and Searches (6 CFR § 115.115): Implement proper procedures for cross-gender viewing and searches.
 - d. Accommodations for Limited English Proficient (LEP) Detainees and Those with Disabilities (6 CFR § 115.116): Ensure reasonable measures are taken to ensure detainees who are limited English proficient, and those detainees with disabilities, are given equal access to programs and services at the facility.
 - e. Hiring and Promotion (6 CFR § 115.117): Ensure no contractors are hired or promoted who have a substantiated history of sexual abuse/assault and that all contractors who may have contact with detainees are required to undergo a background investigation prior to hiring.
 - f. Training (6 CFR § 115.131): Ensure training of all contractors who may have contact with holding facility detainees to be able to fulfill their responsibilities under the Regulations, including training on:
 - (1) The agency's zero-tolerance policies for all forms of sexual abuse;
 - (2) The right of detainees and employees to be free from sexual abuse, and from retaliation for reporting sexual abuse;

- (3) Definitions and examples of prohibited and illegal sexual behavior;
- (4) Recognition of situations where sexual abuse may occur;
- (5) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing such occurrences;
- (6) Procedures for reporting knowledge or suspicion of sexual abuse;
- (7) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees; and
- (8) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.

Confirmation that all contractors who may have contact with holding facility detainees have completed this training must be submitted to the contracting officer, or the contracting officer's designee, and maintained for a least five (5) years.

- g. Risk Assessment (6 CFR § 115.141): Ensure detainees are assessed for risk of victimization or abusiveness and implement protective measures, as appropriate and available.
 - h. Immediate Notification (6 CFR § 115.161): Ensure contract staff report immediately to CBP officials any knowledge, suspicion, or information regarding an incident of sexual abuse or assault that occurred; retaliation against individuals who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
 - i. Corrective Actions (6 CFR § 115.177): Contractor personnel suspected of perpetrating sexual abuse shall be prohibited from contact with detainees. Contractors suspected of perpetrating sexual abuse may be removed from all duties requiring detainee contact pending the outcome of an investigation, as appropriate. Contractor shall notify the contracting officer, or contracting officer's designee, identified in the contract within 24 hours of the discipline, removal, termination, or resignation of the suspected employee.
3. The Contractor acknowledges that, in addition to self-monitoring requirements, CBP will conduct third party audits of holding facilities, announced or unannounced, to include on-site monitoring. The Contractor is required to make contract staff available to auditors and agency personnel for interviews, site inspection, and provide relevant documentation to complete a thorough audit of the facility.
4. At all times, the Contractor shall adhere to the standards set forth in the Regulations. Failure to comply with the Regulations may result in termination of the contract.

¹ HOLDING FACILITY: The Regulations define the term "*holding facility*" as a facility that contains holding cells, cell blocks, or other secure enclosures that are: (1) under the control of the agency; and (2) primarily used for the short-term confinement of individuals who have recently been detained, or are being transferred to or from a court, jail, prison, other agency, or other unit of the facility or agency.

(End of Clause)

II.67 HOLIDAYS AND ADMINISTRATIVE LEAVE (OCT 2021)

U.S. Customs & Border Protection (CBP) personnel observe the following days as holidays:

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

* Unless otherwise specified, Inauguration Day is a holiday for federal employees only in the District of Columbia, Montgomery and Prince George's counties in Maryland, Arlington and Fairfax counties in Virginia, and the cities of Alexandria and Falls Church in Virginia. It is also a holiday for district employees in Washington DC.

CBP observes any other day as a Federal holiday designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, and/or as defined within the statement of requirements, contractor personnel will not be able to perform on site under this contract with CBP on the holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

II.68 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office
U.S. Customs & Border Protection

[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]

II.69 COST OR PRICE EVALUATION (AUG 2022)

Separately and apart from the technical evaluation, the Government will conduct a cost and/or price evaluation of the offeror's cost/price proposal. A price analysis will be conducted to determine if proposed prices are fair and reasonable. A cost analysis may be conducted to determine cost reasonableness and/or cost realism.

A cost realism evaluation will be performed for all cost reimbursement contracts awards. (See FAR 15.305). Cost realism will be a factor in the award decision. In evaluation of an offeror's proposed cost, the Government's concern is to determine what the Government should realistically pay for the effort, the prospective contractor's understanding of the proposed contract objective, and the offeror's ability to organize and perform the proposed contract. The primary consideration will be which offeror can perform the contract in the manner most advantageous to the Government as determined by evaluation of the proposal in accordance with the established evaluation criteria.

As part of proposal evaluation, and in order to minimize potential or built-in cost growth, the Government intends to evaluate the realism of the offeror's proposed costs in terms of its proposed approach to determine the probable cost of performance. To assist the Government in evaluating this area, offerors are requested to furnish a brief but comprehensive statement concerning the estimating procedures used in preparing the offer and to specifically include a description of the offeror's established estimating procedures.

The realistic cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is most likely to result from the offeror's proposal. The realistic cost shall be used for purposes of evaluation to determine the best value. The realistic cost is determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis. (See FAR 15.404-1(d)).

[End of Supplementary Terms and Conditions]

II.70 SECURITY PROCEDURES (AUG 2022)

I. PERSONNEL SECURITY

A. CBP Suitability Requirements

1. All Contractor Employees requiring access to CBP facilities and its information technology networks and systems must undergo an investigation to determine suitability for employment. Based on the position sensitivity designation, OPR/Personnel Security Division initiates either a T4 or T5 Background Investigation in accordance with CBP Personnel Security Handbook, HB 1400-07A.
2. Contractor Employees who require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with DHS Instruction 121-01-007-01, Revision 1, Chapter 2, Personnel Security Program Standards, § 13, and Citizenship Requirements, § 13F. (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in Chapter 2, § 14 of DHS Instruction Handbook 121-01-007-01, Revision 01.
3. Provided the requirements of DHS Instruction Handbook 121-01-007-01 are met as outlined in paragraph I.B.1, below, Contractor Employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated Tier 4 (T4) or Tier 5 (T5) background investigation (U.S. Office of Personnel Management (OPM), Suitability Executive Agent and the Director of National Intelligence (DNI), Security Executive Agent, Federal Investigative Standards, December 2012, or its successor), prior to commencing work on this contract, as outlined in the applicable requirements document, such as a Statement of Work (SOW) or Performance Work Statement (PWS). Exceptions shall be approved on a case-by-case basis with the Contractor Employee's access to facilities, systems, and information limited until the Contractor Employee receives a favorably adjudicated T4 or T5. A favorably adjudicated T4 or T5 shall include various aspects of a Contractor Employee's life, including employment, education, residences, police, and court inquiries, credit history, and national agency checks.
4. For contracts requiring Contractor Employees to possess a CBP suitability upon contract inception, the following is applicable: The Contractor shall submit, within ten (10) working days after award of the contract, a list containing the full legal name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated T4 or T5 background investigations that meet federal investigation standards (as mandated in the SOW/PWS). These individuals will be considered for "reciprocity" as applicable (reference CBP Form 78 – BIRD). For contracts not requiring Contractor Employees to possess a CBP suitability upon contract inception, the following is applicable: The Contractor shall require Contractor Employee candidates, needing a T4 or T5 background investigation for the contract, to submit information and documentation requested by CBP to initiate the background investigation process immediately upon request by CBP.
5. Background Investigation information and documentation are submitted by proper completion of standard federal and agency forms provided by the COR, such as Electronic Questionnaires for Investigations Processing (e-QIP), Electronic Fingerprint Submission, CBP Form 78-Background Investigation Requirements Determination (BIRD) Form, Fair Credit Reporting Act (FCRA), Non-Disclosure Agreement (NDA), a Contractor Employee initial Background Investigation Form (CBP Form 77) (Sections A and B), and relevant "clearance" documents (if applicable), etc. The Contractor is responsible for ensuring all Contract Employee candidates complete the Electronic Questionnaire for Investigations Processing (e-QIP) and Electronic Fingerprints using their full legal name, correct SSN and ensuring these actions are completed in a timely manner, within 30 days of e-QIP initiation. The Contractor is also responsible for ensuring all Contract Employee candidates respond to phone calls and check their emails regularly for communications from the CBP Security Office and/or the field investigator for any necessary actions. The appropriate forms, to include "clearance" documents if applicable, must be submitted to the COR assigned to the contract, and the COR shall forward the completed forms to the CBP security official that will review the information for completeness and begin the adjudication and "clearance" (if applicable) process. Any Contract Employee candidate who fails to comply after multiple requests and attempts to reach them will be discontinued from the Background Investigation process. The Contractor shall then propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of the discontinued Contract Employee candidate.
6. CBP cannot provide a standard completion time for a T4 or T5 background investigation as many scenarios affect CBP's ability to process an individual. During the term of this contract, the Contractor is required to provide the names of its employees who successfully complete the CBP T4 or T5 process to the CO and COR. Failure of any Contractor

Employee to obtain and maintain a favorably adjudicated T4 or T5 shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel Contractor Employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. For contracts requiring Contractor Employees to possess a CBP suitability per SOW/PWS requirements, continuous failure to provide Contractor Employees who meet CBP T4 or T5 requirements may be cause for termination of the contract (refer #4).

B. Security Clearance Requirements

1. Contractor Employees who require access to classified information must be U.S. citizens or have Lawful Permanent Resident (LPR) status in accordance with DHS Instruction Handbook 121-01-007-01, Rev. 01, the Department of Homeland Security Personnel Security, Suitability and Fitness Program, Chapter 2, Personnel Security Program Standards, § 13, Citizenship Requirements. A waiver may be granted, as outlined in Chapter 2, § 14 of DHS Instruction Handbook 121-01-007-01.
2. For contracts requiring Contractor Employees to possess a security clearance upon contract inception, the following is applicable: The Contractor shall submit, within ten (10) working days after award of the contract, a list containing the full legal name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated T5 background investigations that meet federal investigation standards (as mandated in the SOW/PWS). These individuals will be considered for "reciprocity" as applicable (refer to CBP Form 78 – BIRD). For contracts not requiring Contractor Employees to possess a security clearance upon contract inception, the following is applicable: The Contractor shall require Contractor Employee candidates, needing a T4 or T5 background investigation for the contract, to submit information and documentation requested by CBP to initiate the background investigation process immediately upon request by CBP.
3. Background Investigation information and documentation are submitted by proper completion of standard federal and agency forms provided by the COR, such as Electronic Questionnaires for Investigations Processing (e-QIP), Electronic Fingerprint Submission, CBP Form 78-Background Investigation Requirements Determination (BIRD) Form, Fair Credit Reporting Act (FCRA), Non-Disclosure Agreement (NDA), a Contractor Employee Initial Background Investigation Form (CBP Form 77) (Sections A and B), and relevant "clearance" documents (if applicable), etc. The Contractor is responsible for ensuring all Contract Employee candidates complete the Electronic Questionnaire for Investigations Processing (e-QIP) and Electronic Fingerprints using their full legal name, correct SSN and ensuring these actions are completed in a timely manner, within 30 days of e-QIP initiation. The Contractor is also responsible for ensuring all Contract Employee candidates respond to phone calls and check their emails regularly for communications from the CBP Security Office and/or the field investigator for any necessary actions. The appropriate forms, to include "clearance" documents if applicable, must be submitted to the COR assigned to the contract, and the COR shall forward the completed forms to the CBP security official that will review the information for completeness and begin the adjudication and "clearance" (if applicable) process. Any Contract Employee candidate who fails to comply after multiple requests and attempts to reach them will be discontinued from the Background Investigation process. The Contractor shall then propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of the discontinued Contract Employee candidate.
4. CBP cannot provide a standard completion time for a T4 or T5 background investigation as many scenarios affect CBP's ability to process an individual. During the term of this contract, the Contractor is required to provide the names of its employees who successfully complete the CBP T4 or T5 process to the CO and COR. Failure of any Contractor Employee to obtain and maintain a favorably adjudicated T4 or T5 shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel Contractor Employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. Continuous failure to provide Contractor Employees who meet CBP T4 or T5 requirements may be cause for termination of the contract.

C. Contractor Tracking System

1. All Contractor Employees must be entered into the current agency Contractor Tracking System (CTS) database by the COR or Alternate COR. Additionally, the COR/ACOR shall maintain current, accurate and complete data for Contractor Employees during their performance on the contract. The Contractor Project Manager (CPM) shall provide timely start information to the CO/COR or designated government personnel to initiate the CTS entry. Other relevant information will also be needed for Contractor Employee record submission in the CTS database such as, but not limited to, the Contractor Employee's legal name, brief job description, labor rate, Hash ID, schedule, and location. The CO/COR or designated government personnel shall provide the CPM with instructions for providing required information.

2. The CO/COR may designate responsibility for out-processing to the CPM. The CPM must have an active CBP Background Investigation (BI) and an Active Directory (AD) account (i.e., email, etc.) within the agency. CPM shall provide Contactor Employee departure/separation date and reason for leaving to the CO/COR in accordance with CBP Directive 1210-007B, Tracking of Contractor Employees. Failure by the CPM to provide timely notification of Contractor Employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel complete a Contractor Performance Report (under Business Relations) or other performance related measures.

II. CONTROLS

A. Access Controls.

1. The Contractor Employee shall comply with the U.S. Customs and Border Protection's (CBP) administrative, physical, and technical security controls to ensure that the Government's security requirements are met.
2. All Contractor Employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor Employees' departure/separation, all badges, valid HSPD-12 compliant Personal Identity Verification (PIV) card, building passes, parking permits, keys, and pass cards must be returned to the Contracting Officer's Representative (COR). The COR shall immediately notify the cognizant Physical Security official to ensure that access to all buildings, and facilities, and network are revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Professional Responsibility, Security Management Division (OPR/SMD) shall be notified immediately, if building access is revoked.
3. Contractor Employees in possession of a valid HSPD-12 compliant PIV card are authorized to access Department Headquarters and DHS Component Headquarters while on official business, in accordance with DHS Instruction Manual # 121-01-011-01, Revision # 00.
4. Contractor Employees may be subject to random security screening upon entering certain CBP facilities.
5. Contractor Employees who do not have their PIV cards must sign-in at lobby guard desk, and show a federal, state, or local government-issued photo identification (e.g., driver's license that meets the requirements of the REAL ID Act of 2005, US passport, US military ID card, Tribal ID, or Permanent Residence card).

B. Visitor Security Management.

1. Visitors accessing any DHS Headquarters or DHS Component Headquarters facilities are subject to a criminal history check utilizing the National Crime Information Center (NCIC) system, except as stipulated elsewhere in DHS Instruction Manual # 121-01-011-01, Revision # 00.
2. All visitors requesting access to CBP facilities are required to sign-in at designated visitor location, depending on the facility's resources. Visitors are required to show a federal, state, or local government-issued photo identification (e.g., driver's license that meets the requirements of the REAL ID Act of 2005, US passport, US military ID card, Tribal ID, or Permanent Residence card), unless otherwise directed by the Facility Security Manager (FSM) or CBP Assistant Technical Representative (ATR).
3. Visitors must be escorted to their intended CBP destination by CBP employees or CBP contractors with a valid CBP-issued PIV card capable of operating the turnstiles. Supplemental access cards cannot be used for escorting purposes without a valid CBP-issued PIV card.
4. Visitor passes will be issued only at designated locations and/or entrances. All visitors are required to pass through screening at the designated entrances. All visitors must be escorted back to the security desk by a CBP employee or CBP contractor.

III. INFORMATION SECURITY REQUIREMENTS

A. Managing Sensitive Security Information.

1. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor Employee shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
2. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Sensitive Systems Policy Directive 4300A, v.13.1, DHS Sensitive

Systems Handbook 4300A, v.12.0, or latest available version, and CBP Information Security Handbook (HB 1400-04A).

4. Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - Any information that is designated "sensitive" or subject to other controls, safeguards, or protections in accordance with subsequently adopted homeland security information handling procedures.

B. Managing Classified Information.

1. Contracts requiring contractor employees to access Classified National Security Information, completion of the DD Form 254 (Contract Security Classification Specification) is necessary for the Contractor (the company) to establish and have on record. Additionally, FAR Clause 52.204-2, Security Requirements, must be included in the solicitation and contract. If desired, a Solicitation DD Form 254 can be added to the solicitation package. Contact the Security Management Division (SMD) for assistance at: cbpsecurity@cbp.dhs.gov.
2. For additional information about the National Industrial Security Program (NISP) please visit the Defense Counterintelligence and Security Agency website and search for The NISPOM Rule.

IV. GENERAL SECURITY RESPONSIBILITIES

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable Contractor Employees shall be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Upon completion of this contract, the Contractor Employee shall return all sensitive information used in the performance of the contract to the CO/COR. The Contractor shall certify, in writing, that all sensitive and non-public information have been purged from any Contractor-owned system.
4. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor Employee shall comply with all security policies contained in CBP Handbook 1400-05D, v.7.0, Information Systems Security Policies and Procedures Handbook, or latest available version.

V. NOTIFICATION OF CONTRACTOR EMPLOYEE CHANGES

1. The Contractor or CPM shall notify the CO/COR via phone or electronic transmission, immediately after a personnel change becomes known or no later than five (5) business days prior to departure of the Contractor Employee. Telephone notifications must be immediately followed up in writing. CPM's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.

2. The CPM shall notify the CO/COR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change.

VI. NON-DISCLOSURE AGREEMENTS

As part of the background investigation package, Contractor Employees are required to execute and submit a Non-Disclosure Agreement (DHS Form 11000-6) as a condition to perform on any CBP contract.

[End of Supplementary Terms and Conditions]

II.71 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (AUG 2022)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirement is considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months: An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Pending/open/unresolved criminal charges of any nature: An acceptable means of obtaining information related to unresolved criminal charges is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.
 - c. Illegal drug use within the past 12 months: An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - d. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months: An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username, and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Supplementary Terms and Conditions]

SECTION III SOLICITATION PROVISIONS

III.1 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): www.acquisition.gov . *[Insert one or more Internet addresses]*

(End of provision)

III.2 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

III.3 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 *Department of Homeland Security Acquisition Regulation (HSAR)* (48 CFR Chapter 30) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

III.4 52.204-7, SYSTEM FOR AWARD MANAGEMENT (AUG 2025) (DEVIATION 25-19)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to <https://www.sam.gov>. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management–Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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

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

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) *Identifiers.* The Offeror shall obtain and provide the following identifying information:

- (1) *Unique entity identifier (UEI).*

- (i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to <https://www.sam.gov> for instructions on obtaining a UEI.

- (ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
- (iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) Taxpayer identification number (TIN).

- (i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) Commercial and Government Entity (CAGE) code.

- (i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for–
 - (A) Itself;
 - (B) Its immediate owner(s), if any;
 - (C) Its highest-level owner, if any; and
 - (D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.
- (ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to <https://cage.dla.mil/>.
- (iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
- (iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...

Then . . .

Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation

Contact the appropriate National Codification Bureau (<https://www.nato.int/structur/ac/135/about/contacts>)

Located in a country that is not a member of NATO or a sponsored nation

Contact the NATO Support and Procurement Agency (NSPA) (<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>)

(c) Representations and certifications.

- (1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations–Representation	NOV 2015
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.219-1	Small Business Program Representations	FEB 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	FEB 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	MAR 2023
52.226-2	Historically Black College or University and Minority Institution Representation	OCT 2014

- (2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.
- (d) *Other information.* The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

III.5 52.209-2 PROHIBITION on CONTRACTING with INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2025)(DEVIATION 25-27)

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

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

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

- (1) Directly by a parent corporation; or
 - (2) Through another subsidiary of a parent corporation.
- (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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
- (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)

III.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025)(DEVIATION 25-27)

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

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

Federal contracts and grants with total value greater than \$10,000,000 means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.

- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in–
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

III.7 52.209-11 REPRESENTATION by CORPORATIONS REGARDING DELINQUENT TAX LIABILITY or a FELONY CONVICTION UNDER ANY FEDERAL LAW (NOV 2025)(DEVIATION 25-27)

- (a) 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)

III.8 52.212-1 INSTRUCTIONS to OFFERORS–COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21)

- (a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include–
 - (1) The solicitation number;
 - (2) The name, address, telephone number of the Offeror;
 - (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
 - (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
 - (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
 - (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
- (b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (c) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.
- (d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
- (e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
 - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award.
 - (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

III.9 52.215-1 INSTRUCTIONS to OFFERORS--COMPETITIVE ACQUISITION (OCT 2025) (DEVIATION 26-08), ALTERNATE I (OCT 2025) (DEVIATION 26-08)

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

In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to material elements of a proposal made after the request for proposal closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to requests for proposals*. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of proposals*.

- (1) (i) Proposals and modifications to proposals shall be—
 - (A) Submitted using the method and the format specified in the RFP;
 - (B) Addressed to the office specified in the RFP; and
 - (C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.
- (ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.
- (2) The first page of the proposal must show –
 - (i) The RFP number;
 - (ii) The name, address, and telephone number of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (1) If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the RFP, and urgent Government requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized

representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.
- (6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

- (1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting negotiations with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price,

the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (10) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the RFP, applicable regulations, and other applicable authorities were followed by the agency.
 - (vii) For DoD contracts in excess of \$10 million but not in excess of \$100 million with a small business or nontraditional defense contractor (10 U.S.C. 3014), an option for the contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.
 - (viii) For award of a DoD contract in excess of \$100 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(End of provision)

III.1052.216-1 TYPE OF CONTRACT (OCT 2025) (DEVIATION 26-04)

The Government contemplates award of a Firm Fixed Price Contract contract resulting from this solicitation.

(End of provision)

III.1152.233-2 SERVICE OF PROTEST (AUG 2025) (DEVIATION 25-25)

- (a) *Protests*, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
- (b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

III.1252.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 20-05) (NOV 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented

information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by 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.

Marginalized populations of Sudan means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures.*

- (1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
- (2) FASCSA Orders.
 - (i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
 - (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
 - (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
- (c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a *reasonable* inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—
 - (1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and

- (2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
- (d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
- (e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
- (f) *Iran Representation and Certifications*.
- (1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)
 - (2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
 - (i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
 - (iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (g) *Disclosure*.
- (1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
 - (i) Contract number and order number, if applicable;
 - (ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
 - (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
 - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

- (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
 - (vii) Whether alternative products or services are available that would be compliant with the prohibition;
 - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
 - (A) Brand;
 - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
 - (C) Item description, as applicable.
 - (ix) Any readily available information about mitigation actions undertaken or recommended.
- (2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
- (i) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
 - (ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
- (3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
- (h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to *determine* if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

III.13 AGENCY LEVEL PROTEST NOTICE (APR 2003)

Offerors are notified that per FAR 33.103(d)(4), an independent review of the grounds for a protest is available at a level above the contracting officer as an alternative to the protest to the agency contracting officer, not as an additional appeal after the protest to the agency contracting officer has been resolved. A choice to protest to the agency contracting officer therefore relieves the U.S. Customs & Border Protection of any further internal review or appeal after the contracting officer's decision.

[End of Provision]

III.14 General Instructions for Price Proposals

Offeror's proposal submitted in response to this solicitation shall contain the following:

- 1) A completed copy of the SF1449, with blocks 17a, 17b (if applicable), 30a, 30b, and 30c. The complete Unique Entity Identifier (formerly referred to as a DUNS number), and CAGE Code Number of the not-for-profit service provider shall also be provided.
- 2) Technical Proposal – Limited to 20 Pages
- 3) Past Performance – Limited to 5 Pages
- 4) Pricing – Excel Spreadsheet (No Page Limit)
- 5) Pricing Narrative – Limited to 5 Pages

(End of Provision)

III.15 Solicitation Instructions

Questions shall be submitted to Contract Specialist, Max Hempe, by email at: max.hempe@cbp.dhs.gov Questions should be submitted no later than 7 calendar days after receipt of the solicitation. Responses to all questions and clarifications that require a response and are received by the deadline will be replied to by email to the designated point of contact. Telephonic questions related to this solicitation will NOT be considered.

III.16 Submission of Offers

Potential offeror shall submit their offer by email to: max.hempe@cbp.dhs.gov no later than 5pm E.T. on September 14, 2026. Technical Proposal shall be limited to 20 pages in total. Past Performance shall be limited to 5 Pages. Pricing Narrative shall be limited to 5 pages. Documentation will be provided in typeface Times New Roman font 12. Graphics only may be provided in font 8. Contractor shall submit their offer on the Standard Form 1449 Request for Proposal, or on a similar company document with all information requested/included in this solicitation.

III.17 Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

1) Proposal Preparation Compliance Determination

The Government will review proposals submitted to determine compliance with the proposal preparation instructions. If it is determined that the proposal is substantially not in compliance with the instructions, the Government may deem that proposal to be unacceptable and it will not be evaluated further. The proposal may be removed from consideration for contract award.

2) FAR 52.212-2 Evaluation—Commercial Services (OCT 2014)

The Government will award a firm fixed priced contract resulting from this solicitation.

FACTOR OVERVIEW:

Proposal must be prepared and submitted in accordance with and in compliance with the instructions of this solicitation. This is a best value award decision; the evaluation criteria for this award will be based on the factors described below, in descending order of importance:

- 1) Factor 1 - Technical Proposal
- 2) Factor 2 - Past Performance
- 3) Factor 3 - Price

Factor 1 – Technical Proposal

The Factor 1 proposal shall be prepared in such a manner as to enable the Government reviewers to make a thorough evaluation and arrive at a sound determination of whether the proposal meets all technical requirements of the solicitation. The Factor 1 response should be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the solicitation.

The Factor 1 proposal shall not exceed 20 pages.

Factor 2 – Past Performance

The Government will assess only the Offeror's capability to perform under this contract by evaluating's Offeror's experience on previous same or similar contracts. Offerors shall identify at least three (3)

Commerical, Federal, State, Local, or Foreign contracts that demonstrate recent and relevant experience. Recent is defined as within the last five (5) years. Offerors shall provide the following information:

- 9) Project Title
- 10) Description of the Project
- 11) Contract Number
- 12) Contract Amount
- 13) Point of Contact's name, address, phone number and email address
- 14) If applicable, Contracting Officer's name, address, telephone number and email address
- 15) Current status, e.g. completed and/or in progress, start and estimated completion dates
- 16) A brief narrative of why Offeror believes this reference is relevant to the proposed tasks.

The Factor 2 proposal shall not exceed 5 pages.

Factor 3 – Price

This is a firm, fixed-price requirement. Offerors shall submit a Microsoft Excel spreadsheet in the Offerors' format. The spreadsheet shall provide visibility into the buildup of the offered prices; including unit pricing, proposed discounts against established prices, as well as any assumptions or narratives necessary to address the Contractor's reasoning for the quote provided. The Government will evaluate Price Reasonableness in accordance with RFO FAR 15.404-1(b).

The price proposal may provide a pricing narrative of any price discounts against established pricing. The narrative shall not exceed 5 pages.

Basis for Award:

It is the Government's intent to award a firm fixed-price contract to the responsible Contractor whose proposal provides the overall best value based on a trade-off analysis considering all factors. In performing the best value trade-off analysis, all non-price evaluation factors, when combined, are significantly more important than Price. Factor 1 - Technical Proposal is more important than Factor 2 - Past Performance, and when combined, are significantly more important than Factor 3 - Price. If Factor 1 and Factor 2 are found to be equal among Offerors, award will be made to the offeror with the lowest evaluated price, provided that the price is fair and reasonable and the offeror is otherwise eligible for award.

The non-price factors will be rated using the consensus ratings below:

Consensus Ratings and Definitions

High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

PROPOSAL RESPONSE REQUIREMENTS: VENDORS MUST SUBMIT THE FOLLOWING:

1. TECHNICAL PROPOSAL
2. PAST PERFORMANCE

3. PRICE PROPOSAL & NARRATIVE

[END OF SECTION]



Statement of Work (SOW)
Janitorial/ Grounds and Pest Control Maintenance
One Base Year + Four Option Years
Del Rio Sector
08/28/2026

1.0 BACKGROUND

This Statement of Work (SOW) is intended to support the facility services to include grounds maintenance at U.S. Customs and Border Protection (CBP) sites. All service work shall be performed on CBP properties as specified by Building Entity (BE). Typical service work will be performed within a 5-to-7-day week observed by the building occupants, unless changes are specifically approved by the Contracting Officer's Representative (COR). Site descriptions for Building Entity (BE) are located on the "Worksite Identification" Fact Sheet as 5.0 Places of Performance. The Contractor agrees that the "Task and Frequency Chart" attached to this document as Attachment B and completed by a Contracting Officer's Representative (COR) and will act as, but not be limited to, the minimum tasks and frequencies to be performed by the Contractor.

All work shall be performed as specified at the U.S. Customs and Border Protection (CBP) Building Entity (BE) Site defined in Section 3, Scope, below. Custodial services will be performed within the normal five to seven-day week observed by the building occupants unless changes are specifically approved by the Contracting Officer's Representative (COR).

No work shall be performed by the Contractor unless CBP Personnel are on duty at each location to observe the work performed by the Contractor. If an exception is necessary, the Contractor will submit their request in advance to the COR for approval and coordination with CBP personnel. Heavy duty cleaning shall be completed after the normal working hours of the building occupants. Heavy duty cleaning is defined as any custodial cleaning work that will negatively impact the operational work of CBP and can be coordinated in advance at each location. All equipment used in the project will be new.

2.0 SCOPE

The Contractor shall provide all management, supervision, labor, transportation, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure a clean, neat, and professional appearance at the CBP site. The Contractor shall provide custodial, land and grounds maintenance, pest control, and related services in accordance with the requirements of this SOW. The "Task and Frequency" Charts for this contract is set forth in Attachment B of this SOW that includes identification of each Site as noted in 5.0. Services for every processing area/holding area in each Del Rio (DRT) Sector Border Patrol Facility will be performed two (2) times per day, seven (7) days per week. Fifteen (15) shower stalls/wash stations in DRT Sector will be cleaned and provisioned one (1) time daily, seven (7) days per week. Hand-sanitizer dispensers will be installed and refilled in all Conference and Muster Rooms throughout all Sector locations, as needed and or as identified in attachment B for each site and all other services as noted in the Attachment B that includes each site frequencies.

3.0 APPLICABLE DOCUMENTS

3.1 OSHA Standards

http://osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=0&p_keyvalue=

3.2 Service Contract Act <http://www.dol.gov/compliance/laws/comp-sca.htm>

3.3 Federal Acquisition Regulation <https://www.acquisition.gov/far/>

3.4 Buy American Act <https://www.tradecommissioner.gc.ca/sell2usgov-vendreaugouvusa/procurement-marches/buyamerica.aspx?lang=eng>

SPECIFIC TASKS:

3.6 The Contractor shall perform Custodial Services, Lands and Grounds Maintenance, and Pest Control Services.

3.7 The Contract Services Guidelines for the Contractor are given below, including quality standards.

3.8 Questions should be addressed to the Contracting Officer's Representative (COR).

3.9 CUSTODIAL SERVICES

NOTE: The Contractor will sign in or provide notice upon arrival to the Contracting Officer's Representative (COR). and review the completed work with the Contracting Officer's Representative (COR). for visual approval before signing out. Chemicals and compounds used by the Contractor that damage the surfaces will become the responsibility of the Contractor to repair or replace to the satisfaction of Contracting Officer's Representative (COR) at no additional cost to the Government. For tasks to be performed more frequently than twice a day, the second cleaning shall be performed no earlier than six hours after the first cleaning, and no later than twelve hours after the first cleaning. For tasks required less frequently than once a month, the Contractor is required to perform each listed task within the first month of contract performance and then on a regular schedule thereafter as stipulated in the task and frequency chart for the individual locations. Reference Appendix B frequencies for each task and location.

3.9.1 VACUUM CARPET

The contractor shall vacuum all carpeted floor areas so that after vacuuming, the carpet is clean, free of all visible litter, dust, and soil. The contractor shall remove all carpet stains smaller than two square feet. All tears, burns, and unraveling shall be brought to the attention of the COR. Reference Appendix B frequencies for each location

3.9.2 SHAMPOO CARPET

All locations with carpet shall be shampooed per the carpet manufacturer's recommendations, and shampooing standards, to be free of spots, stains, chemicals and moisture. The carpet along the walls and on the corners shall also be free of spots and stains. The carpet shall be free of unsavory odors including lingering cleaning product odors. Reference Appendix B frequencies for each location

3.9.3 SWEEP FLOORS

The Contractor shall sweep all non-carpeted floor surface areas, including corners and abutments, so that after sweeping the floors are free of spills, trash, visible litter, dust, and debris. No dirt shall be left in corners, under furniture or behind doors. The Contractor shall move chairs, trash receptacles, and easily movable items to sweep underneath and return them to their original positions. Reference Appendix B frequencies for each location

3.9.4 MOPPING

The contractor shall damp mop and spray buff the tile and resilient flooring areas, unless specified otherwise by the material manufacturer's recommendations, or industry standards, including corners and abutments, so that after mopping, they are clean and free of dirt, water streaks, rust stains, mop marks, string, gum, grease, tar, and all foreign items and present an overall appearance of cleanliness.

3.9.5 SPRAY BUFF FLOORS

The Contractor shall apply a uniform and non-slip floor finish coating, so that the floors have a glossy appearance, and are free of scuffmarks, heel marks, and other stains and discolorations. The Contractor shall not apply floor finish to surfaces that have not been cleaned. All surfaces shall be dry and the corners clean. The Contractor shall move chairs, trash receptacles, and easily movable items to mop underneath and return to original positions. The Contractor shall remove all splash marks or mop streaks on furniture, walls, baseboards etc., or mop strands remaining in the area. The Contractor shall display caution signs when cleaning floors in an area where people other than contract personnel are or will be present before the floors are dry.

3.9.6 STRIP WAX AND APPLY NEW WAX

Strip and wax all hard surface floors in accordance with the manufacturer's recommendations. If a new base coat of wax is required, it shall be placed on the floor, so that after buffing, the finish is clean, glossy, and uniform in all areas. The products used for this procedure should be those that are recommended by the material manufacturer and must provide a non-slip surface. There shall be no build-up of wax in corners, at doorstops, or next to carpeted areas. Reference Appendix B frequencies for each location.

3.9.7 CLEAN WALK-OFF MATS

The Contractor shall vacuum all carpet-type entrance mats to remove soil and grit and to restore resiliency of the carpet pile (shampoo only if needed to restore resiliency and to maintain color definition). The Contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. Soil and moisture underneath entrance mats shall be removed by the Contractor and mats returned to their normal location.

3.9.8 REMOVE TRASH

The Contractor shall empty and return to their initial location all wastebaskets, cigarette butt receptacles (ash trays, cigarette butt cans, etc.), and other trash containers within the area, including exterior receptacles designated by the COR. Boxes, cans, and papers placed near a trash receptacle marked "TRASH" shall be removed by the Contractor. Any obviously soiled or torn plastic trash receptacle

liners in such receptacles shall be replaced. The Contractor shall remove ashes and debris from community cigarette butt receptacles and place them in a nonflammable container. The Contractor shall dispose of trash in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall from the dumpsters during the removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers on the site. The Contractor shall inspect trash receptacles on a daily basis to ensure they are closed as per environmental requirements.

3.9.9 PERFORM LOW DUSTING

The Contractor shall thoroughly dust all horizontal surfaces on furniture below 7'0" from the floor so that after dusting, all dust, lint, litter, and dry soil shall be removed from surfaces of cleared desks, chairs, file cabinets, and other types of office furniture and equipment, and from ledges, windowsills, handrails, etc.

NOTE: In dusting of horizontal spaces, working papers on desks shall not be disturbed. The Contractor shall not dust typewriters, computers, and other computer equipment, business machines and equipment of similar nature. There shall be no streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oil, spots, or smudges on dusted surfaces caused by dusting tools.

3.9.10 CLEAN GLASS

The Contractor shall damp wipe mirrors and both sides of all glass in doors, display cases and adjacent trim, partitions and bookcases and any other glass within approximately 7'0" of the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, water, and shall not be cloudy.

3.9.11 CLEAN EXERCISE ROOM EQUIPMENT

The Contractor shall wipe down surfaces of exercise equipment, including mats to include mats beneath the equipment, with a disinfectant that will not damage or degrade any of the parts of the equipment. Exercise equipment shall be free of dirt, dust, streaks, and spots. This will be performed at all sites which may have one or more rooms with exercise equipment

3.9.12 CLEAN DRINKING FOUNTAINS

The porcelain or stainless-steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation. Contractor shall disinfect the nozzle and the fountain bowl

3.9.13 PERFORM SPOT CLEANING

The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors, and fixtures. The Contractor shall use germicidal detergent in restrooms, locker rooms, exercise rooms, break areas, and drinking fountains. The Contractor shall clean brass hardware, aluminum bars, and other metal on doors and cigarette urns with a cleaning compound. The cleaning chemicals and compounds should be those recommended by the material manufacturer for the specific material. After spot cleaning by the Contractor, the surface shall have a

clean, uniform appearance, free of streaks, smudges, fingerprints, spots, marks, and other evidence of removed soil.

3.9.14 SWEEP AND DAMP MOP RESTROOM - Locker Room, Exercise Room, Shower Floors, Holding Cells, or Other Tiled or Smooth Surface Floors

The Contractor shall sweep the floor so that it is free of visible litter, dust, and foreign debris, and then damp mop accessible areas. The Contractor shall disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent. Damaged fixtures due to inappropriate chemicals will be the responsibility of the Contractor to repair or replace to the satisfaction of the Contracting Officer's Representative (COR).

3.9.15 DE-SCALING RESTROOMS, SHOWERS, AND HOLDING CELLS

The Contractor shall machine descale toilet bowls and urinals, so that after de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains throughout the Del Rio Sector.

3.9.16 UNCLOGGING TOILETS

The Contractor shall address clogged toilets that have been identified to them or those that they identify themselves that are clogged and not flushing due to obstructions. In these instances, the Contractor will remove any paper or solids that may be causing obstructions in the bowl and will then attempt to flush the toilet. If this does not clear the obstruction, the Contractor will be responsible for providing and using a plunger or other means to clear the obstruction. Obstructions not caused by contents in the bowl itself, requiring more extensive means to clear or located further down the sewer line will not be the responsibility of the Contractor. If Contractor is unable to clear the obstructions utilizing the means identified, the Contractor will notify the Contracting Officer's Representative (COR) so that a Work Request may be submitted.

NOTE: Holding cells will only be entered for the purpose of cleaning or re-supplying when detainees are not present.

3.9.17 SUPPLY ROOMS, RESTROOMS, LOCKER ROOMS, KITCHEN/ BREAK AREAS, & HOLDING CELLS

The Contractor shall re-supply restrooms, locker rooms, kitchen/break areas, and holding cells with toilet paper, paper towels, hand sanitizers and hand soap so that after re-supplying, the rooms are stocked so that supplies do not run out prior to the next re-supply period. The Contractor shall provide paper towels for the automatic dispensers in place as well as for hand soap and sanitizers dispensers in place to include replacing the batteries for all automatic dispensers as required for operation. The toilet paper provided shall be a minimum of 4" wide and have a 2ply configuration. The Contractor shall provide Hand Soap for hand hygiene that meets FDA and or Consumer Product Safety Commission standards for hand soap to be confirmed by the Contracting Officer's Representative (COR).. The Contractor shall provide an FDA approved hand sanitizer to be confirmed by the Contracting Officer's Representative (COR).. The Contractor shall replace any dispensers that fail to perform as designed with similar dispenser that was damaged

NOTE: The contractor shall replenish all dispensers in all toilet rooms to maximum capacity during the last day of the contract period. Paper supplies and hand soap remaining at the termination of the last official workday shall not be removed from the dispensers or compound.

3.9.18 APPLY FLOOR FINISHING ON RESTROOM AND LOCKER ROOM FLOORS

The Contractor shall apply a uniform coating of non-slip floor finish so that the floor presents a uniform glossy appearance. Use products that are recommended by the material manufacturer. The Contractor shall remove floor finish solutions from baseboards, trash receptacles, lockers, toilets, and urinals, and return all moved items to the proper positions after applying floor finish.

3.9.19 PERFORM HIGH DUSTING

The Contractor shall perform high dusting, so that after dusting, all dust, lint, cobwebs, litter, and dry soil shall be removed from all surfaces 7'0" or more above the floor surface as in Del Rio Sector Lobby Ceiling lights 12', OIT Bay Lights and vents 14' and ceiling 23', FM&E warehouse lights 18' ceiling 24', Supply logistics lights 14' and ceiling 18', Disposal Ceiling, lights & vents 13', Light Vehicle lights 13' and Heavy Bays lights 20' ceiling 24', tire shop ceiling 17' lights 13', Vehicle shop breakroom/Office space lights 13', Ceiling 17', X-Fit lights and vents 10' Ceiling 13', Sector Fuel Island lights and Ceiling 17', Del Rio Station Sally Port lights 13'm Brackettville BP Station Fuel Island lights and Ceiling 13', Vehicle Wash Bay Ceiling 13' Eagle Pass North VMF lights 13' Ceiling 15', Main bldg.. Gym lights & vents 13', Fuel Island lights 13' ceiling 14', Eagle Pass South Lobby Ceiling and lights 17', Muster/Training Room Ceiling 21' Fuel Island lights 13' ceiling 14', Processing lights and vents 13', New Vehicle wash bay lights and ceiling 12', Carrizo Springs BP Station Sally Port lights 13' ceiling 17', Processing area ceiling, vents, and lights 13', Hangar Gym lights 13', ceiling 15', Vehicle Maintenance Bldg. lights 13' ceiling 15', Uvalde BP Station Ck Pt lights 15' Ceiling 20', Uvalde BP Station Sally Port lights 13' Ceiling 15', Fuel island lights 13' ceiling 14', VMF lights 13' Ceiling 17' to include Venetian blinds, ceiling fans where installed and air supply/return vents. Frequencies may vary according to accessibility and visibility but no less than what the frequency charts listed below state.

3.9.20 CLEAN WINDOW SURFACES

The Contractor shall clean interior and exterior window surfaces, so that after the windows have been cleaned, all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sill, and glass.

3.9.21 LIGHT FIXTURES

The Contractor shall clean both permanently mounted and freestanding government light fixtures, so that after cleaning, light fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. This includes the interior and exterior of the fixtures. Fixtures above typical ceiling height will be cleaned on the High Dusting schedule unless requested more frequently by Contracting Officer's Representative (COR).

3.9.22 CHECK AND REPLACE LIGHT BULBS

The Contractor will check all interior lighting. Fixtures for bulbs that need replacing, including the garage(s), fixtures in the detention cells, and any lighting fixtures attached to the exterior of the building. The Contractor will remove bulbs that are burned out, provide the replacement bulbs for all referenced fixtures, replace the burned-out bulbs within 24 hours of occurrence, and dispose of old bulbs. Parking lot light bulbs and self-contained light fixtures that do not allow for bulb replacement will be the responsibility of the electrical contractor responsible for the site electrical system.

3.9.23 INSPECT AND CLEAN VENETIAN BLINDS

Inspect all Venetian blinds in buildings and clean cords, if necessary. Defective cords or blinds shall be reported to the Contracting Officer's Representative (COR), who will provide replacements to be installed by the Contractor. Both sides of Venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

3.9.24 DUST VENETIAN BLINDS

Dust or vacuum all Venetian blinds. Both sides of Venetian blind slats shall be dusted with a dry cloth so that after dusting, no dust or lint remains.

3.9.25 CLEAN AIR CONDITIONING VENTS

Contractor will clean air conditioning vents so that they are free of any lint or dust and the surrounding area is free of discoloration. Vents above typical ceiling height will be cleaned on the High Dusting schedule or as requested by the Contracting Officer's Representative (COR).

3.9.26 CLEAN KENNEL AREAS

The kennel area should be free of all solid animal waste, loose hairs, dirt, litter, and debris, in areas outside of the kennels. The Contractor will coordinate with K9 personnel if the kennel is occupied to empty the kennel or to clean on the next cleaning opportunity in accordance with the frequency chart(s). The sidewalks leading to the kennel should also be free of waste, dirt, litter, and debris. All surfaces shall be cleaned with non-toxic chemicals, approved by the Contracting Officer's Representative (COR), to a height of 84 inches. The surface debris and excess cleaning solution should be rinsed into the drains. All drain channels between the inside and outside kennel shall also be cleaned. Movable items to include the dog's platform should be moved by the contractor to sweep underneath and return to its initial location. All solid waste should be collected and placed in designated containers. Spills of all biohazard waste shall be cleaned up immediately. All water hoses on the outside of the kennel shall be drained during temperatures of 32 degrees or below. Pull all hoses and other equipment out of dog's reach.

3.9.27 CLEAN MECHANICAL ROOMS

All mechanical rooms and utility storage rooms require cleaning as required, reference frequency charts for additional details

3.9.28 Detainee Sleeping Mat

Detainee Sleeping Mat cleaning, disinfecting, and decontamination will be performed with "Clorox Disinfecting 360 Electrostatic Machine" and will be performed one (1) time per day, five (5) days per week, Monday thru Friday at each of the locations listed on the frequency table. The cleaning location will be designated by each Station.

3.10 LAND AND GROUNDS MAINTENANCE

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year. Reference Appendix B frequencies for task and location.

The Contractor will sign in or provide notice upon arrival to the Contracting Officer's Representative (COR). and review the completed work with the Contracting Officer's Representative (COR) for visual approval before signing out.

3.10.1 POLICING/PERFORM GROUNDS CLEANING

The Contractor shall clean grounds, landscape beds, driveways, parking areas, indoor parking areas, and sidewalks, so that after cleaning they are free of paper, trash, bottles and other discarded material. The Contractor shall remove empty boxes and remove cans from the premises. Outdoor parking areas shall be hosed down with water to remove caked mud and dirt and machine swept.

3.10.2 GRASS MOWING

Grass shall not be cut while wet from heavy dew or rainfall unless the job is specifically ordered by the Contracting Officer's Representative (COR). The Contractor shall mow all lawn areas on the property such that a uniform grass height between 1½" to 3" is maintained at all times. The uniform grass height can be altered by the Contracting Officer's Representative (COR) for each facility. All grass shall always present a well-groomed appearance. Where practical, each successive mowing will be in different directions, at approximately right angles to the direction of the previous mowing. The cutting edges of all mowing equipment used will be kept in sharp condition. Bruising (grass blade ends turn brown) or rough cutting of grass will not be acceptable. Mowers shall be of a type that causes clippings to be distributed evenly over the cut area. If the mowers used cause the grass to windrow, the windrowed grass shall be removed and hauled away from Government property to prevent thatch buildup. Aeration will be done once a year.

3.10.3 MOWING OF NON-LANDSCAPED AREAS

The Contractor shall mow all non-landscaped (wild grass/weeds) areas including retaining water ponds at regular intervals during the year such that the wild grass does not exceed a height of four inches. Grass cuttings of these areas will not be left in random piles or other unsightly conditions. Any damage caused by mowing equipment will be the responsibility of the Contractor.

3.10.4 GRASS EDGING

Grass adjacent to asphalt or concrete walks or driveways shall be trimmed and present a neat appearance. The contractor shall trim grass to maintain a growth free area between 1" and 1½" away from obstacles such as buildings, curbs, walkways, flagpoles, signs, parking lots, and fences. The Contractor is to remove the roots of all weeds to maintain a 12" diameter growth free area around trunks of all trees and shrubs. Edging is to be done without the use of chemicals.

3.10.5 SHRUBBERY AND TREE TRIMMING

All shrubs, hedges, potted plants and trees shall be maintained without the use of chemicals. Shrubs, and hedges will be trimmed in a box fashion before new growth exceeds five inches. Potted plants will be trimmed and replaced if dead or dying. Warranted landscape materials that are dead or dying will be replaced within 30 days of identification at the Contractors expense if they supplied and planted them, and unit replacement pricing for non-warranted material replacements of dead or dying landscaping will be given to the Contracting Officer's Representative (COR). for approval prior to replacement of the material. Contractor will perform light trimming of tree limbs in and around the parking areas and the perimeter fencing, if applicable.

3.10.6 WEED CONTROL

Weeds on building grounds shall be controlled and eliminated in order to present a neat, well-maintained appearance at all times. The Contractor shall maintain all landscaped areas (lawn and flowerbeds) weed-free without the use of chemicals. At the discretion of the Contracting Officer's Representative (COR), where ongoing weed problems occur, environmentally safe chemicals approved for public use, or available from the self in stores, can be applied. If applicable, Safety Data Sheets (SDS) sheets must be presented to the Contracting Officer's Representative (COR) prior to the application.

3.10.7 FERTILIZING

The Contractor shall spread fertilizer approved Contracting Officer's Representative (COR) over landscaped areas so that the fertilizer covers the area evenly. Lawn areas shall have a healthy green color and appearance. The contractor shall provide equipment to spread fertilizer. The areas where fertilizer has been spread shall be watered to a depth of 1" after applying fertilizer.

3.10.8 WATERING

The Contractor shall water shrubs, flowerbeds, hedges, trees and lawn areas. Watering shall be accomplished so that all landscaped areas are watered as needed per the specific plant needs and weather conditions, during the growing season. The Government shall provide hoses and sprinklers.

3.10.9 RAKE AND REMOVE LEAVES

Fence areas, shrub beds, flowerbeds, turf areas, sidewalks, drains, roadways, and other surfaces shall be maintained free of leaves.

3.10.10 PARKING LOTS AND DRIVEWAYS

The Contractor shall vacuum and machine sweep all asphalt and concrete parking lots and driveways, so that they are free of gravel, mud, weeds, leaves, rocks and

other debris. Air blowers can be used to assist with the sweeping as long as all remaining loose unsightly debris is removed before the Contractor departs. Weeds growing in cracks that have formed in the sidewalks, and or roadways shall be eliminated using an environmentally safe chemical agent with the SDS information for it provided by Contracting Officer's Representative (COR). Oil spills shall be cleaned four times per year, using an oil absorbent compound or Contracting Officer's Representative (COR) approved alternate environmentally safe material provided by the Contractor. The compound shall not be left on the lot overnight or unsupervised with children or pets in the area. The Contractor shall take full responsibility for the proper disposal of the contaminated materials. The driveway or parking lot shall be free of oil or stains that can be tracked onto the sidewalk or into the building. Gravel driveways and lots shall be kept weed and debris free. Areas being cleaned shall be marked off with Contractor provided traffic cones.

3.11 PEST CONTROL

3.11.1 SUPERVISION RESPONSIBILITIES

Contractor shall provide Pest Control Services as follows: The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the building site specified in this document. Control strategies in an IPM plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests. The Contractor shall furnish all supervision, labor, material, and equipment necessary to accomplish the surveillance, trapping and pesticide application components of the IPM Plan. The contractor shall also provide detailed, site-specific recommendations for the structural and procedural modifications necessary to achieve pest prevention.

3.11.2 GENERAL WORKSITE INFORMATION

Refer to Worksite Identification and Schedule Sheet, 5.0 Place of Performance and 6.0 Period of Performance for site specific information. Access to facilities shall be coordinated with the Contracting Officer's Representative (COR) for each location during hours of operation as specified. The Contractor will physically show the Contracting Officer's Representative (COR) where the extermination materials were applied during the visit.

3.11.3 INITIAL INSPECTION OF FACILITIES

The contractor shall conduct weekly thorough inspection of each site to evaluate the pest control needs of all premises, identify problem areas and submit a report to control the problem areas to the Contracting Officer's Representative (COR).

3.11.4 PEST SUPPRESSION

The contractor shall adequately suppress the following pests included but not limited to: Indoor populations and outside populations immediately adjacent to buildings of rodents, rats, mice, cockroaches, ants, fire ants, pharaoh ants, flies, spiders, ticks, fleas, termites and any other arthropod pests to **include ground pests that damage lawn and flowerbeds**. The Contractor shall include snake control by both barrier and repellent at Checkpoint and K-9 facilities.

3.11.5 INTEGRATED PEST MANAGEMENT (IPM) PLAN

Before rendering service, the contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the building(s) site specified in this document. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modification that reduces the food, water, harborage, and access used by pests. Each IPM shall be accepted and approved by the Contracting Officer's Representative (COR).

3.11.6 PROPOSED METHODS AND EQUIPMENT FOR SERVICE

The Contractor shall provide a summary of proposed control methods-including current labels and Safety Data Sheets (SDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment and any other pest control devices or equipment that may be used to provide service.

3.11.7 SERVICE SCHEDULE AND TIMES

Contractor shall provide complete service schedules that include planned frequency of contractor visits and approximate duration of each visit. The Contractor must notify the property 48 hours in advance of their planned extermination visit and the property must agree with the scheduled date. The Contractor shall perform routine pest control services during hours of operation. In the event of a possible need for emergency treatment, the Contracting Officer's Representative (COR) shall work with the Contractor to determine whether an emergency exists before applying any pesticides.

3.11.8 COMMERCIAL APPLICATOR TECHNICIAN LICENSES

The Contractor and technicians shall have the proper Pest Control licenses for State and any other applicable regulatory agency.

3.11.9 PROPOSED METHODS OF MONITORING AND SURVEILLANCE

The Contractor will work with the Contracting Officer's Representative (COR) to establish population levels that constitute acceptable levels of pest presence for the site and individual building. Any problem issues that arise during a property visit will be reported to the Contracting Officer's Representative (COR) in writing.

3.11.10 RECORD KEEPING

The Contractor shall be responsible for maintaining a pest control logbook or file for each building site specified in this contract. Each logbook shall contain the approved Pest Control Plan for that facility, including labels and SDS sheets for all pesticides used, all pest control devices and equipment used in the building and the service schedule for the building. Logbook shall include service report forms documenting all information on pesticide applications, pest sightings, sanitation/environmental status and building maintenance needs. Logbooks and SDS sheet shall be readily accessible.

3.11.11 USE OF PESTICIDES

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all

pesticides shall be in strict accordance with the manufacturer's label instructions and all state and applicable regulatory agencies. The Contractor shall adhere to the following rules for pesticide selection and use: The Contractor shall use non-Pesticide methods of control wherever possible. Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable, as approved by Contracting Officer's Representative (COR). When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control. Application of pesticide liquid, aerosol or dust exposed surfaces and pesticide space sprays shall be restricted to unique situations where no alternative measures are practical, and application is approved by the Contracting Officer's Representative (COR). The Contractor shall take all necessary precautions to ensure staff takes all necessary steps to ensure the containment of the pesticide to the site of application.

3.11.12 RODENT CONTROL

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Contracting Officer's Representative (COR). The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodent pesticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the Contracting Officer's Representative (COR) prior to making any interior rodent pesticides treatment. All rodent pesticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals - or in EPA-approved, tamper-resistant bait boxes. As a rule, rodent pesticide application(s) outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible.

3.11.13 BAIT BOXES

Contractor will place ninety-five (95) bait boxes distributed five (5) bait boxes at each of the nineteen (19) sites appropriately and effectively. The boxes will be serviced and maintained, and replaced, when necessary, for the entire length of the extended period of performance of this contract. At the end of the extended POP, contractor will remove and properly dispose of the bait boxes.

4.0 SITE SPECIFIC OTHER ITEMS

Unusual site-specific needs such as the cleaning of stables, under computer room raised floors, or exterior furnishings such as gazebos, courtyards etc. are noted in Task and Frequency Charts.

4.1 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Contractor shall be allowed to use electrical service on site (110 volt) in performance of their contract duties unless such use impedes CBP operations. For Government

Furnished Property, Contractor must take all reasonable efforts to safely, securely, and properly handle and maintain all Government-furnished property and information provided to the Contractor for use under this contract. Contractor must track and maintain all Government furnished property and only use Government-furnished property for use in the performance of this contract. Contractor is responsible for any loss or damage to Government-furnished property.

4.1.1 ELECTRIC POWER

(110 Volt) Electrical power at existing outlets for the Contractor to operate such equipment in performance of their contract duties unless such use impedes CBP operations.

4.1.2 HOT AND COLD WATER

Hot and cold water as necessary, limited to the normal water supply provided in the building. No special heating or cooling of the water will be provided.

4.1.3 STORAGE SPACE

At some locations, space in the building for the storage of supplies and equipment to be used in the completion of work under the contract will be provided. The Contractor shall maintain this space in a neat and orderly condition. No flammable or explosive liquids such as gasoline will be stored in the building. The Government will not be responsible for damage or loss to the Contractor's stored supplies or equipment. Secured janitor closets, where available, will be provided for storing supplies and equipment.

4.1.4 OFFICE SPACE

At the Del Rio Border Patrol Headquarters Vehicle Maintenance Building, an office will be provided for use by the Janitorial Contractor for operational purposes. No other office space in any other location within the Del Rio Sector will be allocated for use in this contract.

4.2 CONTRACTOR ITEM RESPONSIBILITIES

4.2.1 PERMITS/LICENSES

In performing the work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, State, or Local government or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances to include disposal of all used lighting and trash that contains lead from gun cleaning operations.

4.2.2 SUPERVISION, SUPPLIES, MATERIALS, TRANSPORTATION, & EQUIPMENT

This contract calls for the Contractor to furnish all supervision, supplies, materials, transportation, and equipment necessary for the completion of the work of this contract unless otherwise specified herein to include, and not limited to cleaning tools, brooms, mops, dust pans, dust cloths, power driven scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, steam cleaners, shampoo solutions, fertilizer and gardening equipment, including vehicles needed for the performance of this contract. Contractor must provide the SDS sheets for any chemicals, cleaners, etc. Paper towels, hand soap, and toilet tissue, etc., shall

be of a type and style which will be compatible with dispensers already installed in the building. The products must also meet the Environmental Requirements. The Contractor shall use recycled paper products and environmentally friendly materials. GSA PBS requires all building operations contractors to use recycled paper. e.g., seat covers and paper towels with 50% post-consumer content. All chemicals used will be those commercially available which meet Federal, State, and local codes.

4.2.3 ALL EQUIPMENT MUST MEET ALL APPLICABLE OSHA STANDARDS

Equipment shall consist of sweepers, vacuum cleaners, buffers, lawnmowers, edger, clippers, and fertilizer spreaders, driveway sweeper, carpet shampooer. Upon request of the Contracting Officer's Representative (COR), the Contractor shall submit a list with the names of the manufacturer, the brand name, and intended use of each of the cleaning chemicals or agents intended for use in the completion of the work. All electrical equipment used by the Contractor shall be Underwriter Lab (UL) Approved. If equipment is determined unsafe by the COR, the Contractor shall immediately stop using the equipment. Defective or unsafe equipment shall be repaired or replaced within seventy-two (72) hours.

4.3. SAFETY AND EQUIPMENT CONDITIONS

4.3.1 The Contractor shall use only chemicals which are environmentally safe. The Contractor shall furnish and display caution signs to be used when cleaning floors where people other than contractor personnel are present before the floors are dry. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. The Contractor shall have on file at each site Safety Data Sheets readily available.

4.3.2 The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished while in his custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

4.3.3 If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, and Government –owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage and the Government at its option, may in lieu of payment thereof, require the Contractor to replace a Contractor's expense all property lost or damaged.

4.4 RESPONSIBILITY FOR INJURY

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor,

any subcontractor or any employee, agent, or representative of the Contractor or subcontractor.

4.5. GOVERNMENT'S RIGHT OF RECOVERY

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction of, or damage to Government property upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

4.6 GOVERNMENT LIABILITY

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

4.7 CONTRACTOR'S INSURANCE REQUIREMENTS

4.7.1 The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:

4.7.1.1 Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per incident.

4.7.1.2 Automobile Liability Insurance minimum \$200,000 per person: \$500,000 per accident for bodily injury; and property damages \$20,000 per occurrence.

4.7.1.3 Comprehensive General Liability: minimum of \$500,000 for bodily injury per occurrence and other insurance as required by the Contracting Officer.

4.7.2 Prior to commencement of work, the Contractor shall submit on a form satisfactory to the Contracting Officer, evidence of all insurance coverage indicated above. In addition, the Contractor shall furnish written evidence on the commitment by the insurance carrier(s) to notify the Contracting Officer in writing any material change, expiration, or cancellation of any of the insurance policies not less than thirty (30) days before such change expires or cancellation is effective. Such written notices by the insurance carriers shall state, "firm commitments" to furnish notifications, not just "pledge endeavor" to furnish notifications of changes, expirations, or cancellations. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection.

4.7.3 NOTE: Contractor is advised that contractor's employees driving privately owned vehicles on government property must maintain and provide proof when requested of auto liability insurance at least in the minimum amounts required by the state of Texas.

4.7.4 MODIFICATIONS, CHANGE ORDERS, DEVIATIONS

The Contracting Officer retains the sole right to issue modifications and change

orders. In no event shall any understanding or agreement, contract modification, change orders or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

4.8 OPERATING CONDITIONS

4.8.1 OPERATING CONDITIONS

The Contractor shall instruct its employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions, as noted below, which preclude the waste of utilities.

4.8.2 LIGHTS

Shall be used only in areas where and when work is being performed.

4.8.3 CONTROLS FOR HEATING, VENTILATION & AIR CONDITIONING SYSTEMS

Workers shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

4.8.4 WATER FAUCETS/VALVES

Water faucets or valves shall be turned off after the required usage has been accomplished.

4.8.5 MALFUNCTIONING FAUCETS, ELECTRICAL OUTLETS, SWITCHES, ETC.

Any malfunctioning faucets, electric outlets, switches, etc., are to be identified by location and presented to the Contracting Officer's Representative (COR) for follow up as soon as they are found.

4.9 POLICY AND PROCEDURE

4.9.1 SUPERVISION

The Contractor shall be responsible for the supervision of his employees while performing under this contract. The Contracting Officer's Representative (COR) will perform periodic inspections in order to ensure compliance with requirements of this Contract but will not attempt to supervise the Contractor's employees.

4.9.2 VERBAL CORRESPONDENCE

The Contractor shall designate an English-speaking contact person/representative who shall be the point of contact on behalf of the Contractor. Whenever the Contractor has personnel at a property at least one member will be able to communicate with property personnel in English.

4.9.3 CONTACT INFORMATION

The Contractor must provide the name(s), addresses, and phone numbers of

persons representing the Contractor to the Contracting Officer's Representative (COR) five (5) days prior to beginning the work under this contract.

4.9.4 INSPECTION REVIEWS

The Contractor is required to have their representatives review the work being performed to ensure compliance with the terms and specifications of this contract. The inspection reviews shall be completed at least once per week throughout the duration of the contract. The representatives may also serve in a supervisory capacity if the Contractor so desires.

4.9.5 CONTRACT AUTHORITY

The Contractor's representatives designated in writing by the Contractor shall have complete authority to act for the Contractor during the duration of this contract. The representatives shall be contacted by the Contracting Officer's Representative (COR) in the event of any problems or special circumstances.

4.9.6 LOST AND FOUND PROPERTY

It is the responsibility of the Contractor to ensure that all items of personal or monetary value found by the Contractor's employees are turned into the Patrol Agent in Charge of the site no later than the next workday.

4.9.7 LOSS OF EQUIPMENT

The Government cannot and shall not be held responsible for loss of tools, equipment, and materials sustained by the Contractor.

4.9.8 PERSONNEL OR PROPERTY ACCIDENT REPORTING

In the event of an accident involving Government personnel or property, where the Contracting Officer's Representative (COR) perceived a lack of effective completion by the Contractor's personnel was a factor, the Contractor shall submit a report within 1 workday after an accident to the Contracting Officer in letter form that will include the following: time and date of occurrence; the place of occurrence; a list of personnel directly involved; a narrative description of the accident that includes a chronological order of the accident and circumstances; and witnesses names and contact information.

4.9.9 ACCIDENT PREVENTION

The Contractor shall provide and maintain work environments and procedures that will:

- a. Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.
Avoid interruptions of Government operations and Control costs in the performance of this contract. In the event of an accident involving Government personnel or property, where the Contracting Officer's Representative (COR) perceived a lack of effective completion by the Contractor's personnel was a factor, the Contractor shall submit a report within 1 workday after an accident to the Contracting Officer in letter form that will include the following: time and date of occurrence; the place of occurrence; a list of personnel directly involved; a narrative description of the accident that includes a chronological order of the

- accident and circumstances; and witnesses names and contact information.
- b. Comply with the standards issued by the Secretary of Labor at 29 CFR part 1910, occupational safety and health standards. To include HAZMAT exposure such as blood borne pathogens.
 - c. Ensure any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - d. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally with written confirmation and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's manager at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action.
 - e. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

4.10 GOVERNMENT PREMISES

4.10.1 OPERATION COMPLIANCE OF PREMISES

The Contractor shall comply with all regulations and security requirements governing the operation of the premises, which are occupied, or the area in which the contract work is to be done.

4.10.2 INTERRUPTION/INTERFERENCE WITH GOVERNMENT BUSINESS

The Contractor shall perform the contract in such a manner as to not interrupt or interfere with the conduct of Government business.

4.10.3 CONTRACTOR LEGAL REQUIREMENTS, PERMITS/CODE COMPLIANCE

Local, City, County and State Licenses, and Permits the Contractor shall obtain at his own expense. All necessary local, city, county and state licenses, permits, and shall conform to all laws, regulations, and ordinances and code requirements applicable to satisfactory completion of this contract. Full responsibility for compliance with this clause shall rest with the Contractor and the Government shall assume no liability for failure.

4.11 HAZARDOUS MATERIALS

4.11.1 DISPOSAL AND CHAIN OF DISPOSAL

Hazardous materials or waste, including, but not limited to, Bloodborne Pathogens, hazardous cleaning chemicals, light bulbs, and other dangerous materials will be properly disposed of by the Contractor and the chain of disposal given to the Contracting Officer's Representative (COR) prior to final invoicing. Contractor shall have a safety data sheet (SDS) in the workplace for each hazardous chemical that they use. Contractor shall develop, implement, and maintain at each contract location a written hazardous communication (HazCom) program. The contractor shall make the written HazCom program available upon request to the employees

and the Government. The quantity of flammable or combustible liquids stored on the site shall be the required supply for one day. Storage of chemicals in the occupied offices shall be prohibited. The contractor is required to secure the storage areas.

HAZMAT Exposure (Blood Borne Pathogens) Holding Cells. Due to the risk of exposure Government recommends the following vaccination shots:

Hepatitis B Series, IAW 29 CFR 1910.1030 Flu Shot, Tetanus Blood lead level testing for those who clean the range (see 29 CFR 1910.1025) TB screening annually or when exposed to TB.

4.12 SECURITY REQUIREMENTS

4.12.1 KEYS, CODES AND PROXIMITY CARDS

The Contractor shall establish and implement methods of ensuring that all keys, codes and proximity cards issued to the Contractor by the Government are not lost, or misplaced, and not used by unauthorized persons. No keys, codes or proximity cards issued to the Contractor by the Government shall be duplicated.

4.12.2 KEY CONTROL

The Contractor shall develop procedures covering key control that will be included in the Quality Control Plan (QCP-Section 22.0). The Contractor shall report loss of keys, access codes or cards immediately to the Contracting Officer's Representative (COR). The QCP shall include the control procedures for Government provided key lock combinations.

4.12.3 USE OF KEYS AND ASSIGNED WORK AREAS

It is the responsibility of the Contractor to prohibit the use of keys, codes and proximity cards issued by the Government by any person other than the Contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees engaged in the completion of assigned work in those areas.

4.12.4 SECURITY BADGE

Prior to commencing work on the project, the Government shall furnish security badges to the Contractor and the Contractor's employees, which must be worn at all times while on the government installation.

Professional Conduct - All Contractor staff must adhere to standards of behavior that reflect professionalism and integrity on the individual, his or her employer, and the Federal Government. All staff must behave courteously and professionally toward all persons encountered in the performance of duties. The Government maintains sole discretion to deny Contractor staff access to Government-controlled space and to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, failure to meet contract performance standards; failure to perform to the quality standards of the profession; carelessness; unprofessional, inappropriate, or improper conduct; security concerns; insubordination, or incompetence. Removal does not relieve the Contractor of the responsibility to continue providing the services required under

any contract awarded. Under no circumstance shall the Government's actions in its request for removal or reassignment of an individual under the contract create an employee-employer relationship with Contractor personnel or subcontractors. The Contractor is solely responsible for addressing employee matters and for all decisions concerning employment of its staff.

4.12.5 SECURITY PROCESSING AND BADGE FABRICATION

When any Contractor or subcontractor personnel enter the facility for the first time, the Contractor shall allow one hour for security processing and the fabrication of the building's security badge or pass, as may be required by the Contracting Officer's Representative (COR).

4.12.6 SECURITY BADGE REVIEWS

Security badges shall be subject to periodic review by the Contracting Officer's Representative (COR). The Contractor's employees shall present themselves for the issuance of renewed badges when required by the Government as scheduled by the Contracting Officer's Representative (COR)

4.12.7 SIGN-IN AND SIGN-OUT AT FACILITY

The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the facilities.

4.12.8 LOST BADGES/PASSES

The Contractor shall notify the Contracting Officer's Representative (COR) immediately when employee's badges or passes are lost and immediately apply for re-issuance of a replacement badge or pass.

4.12.9 CONTRACT EMPLOYEE DISMISSED/TERMINATED/REASSIGNED

It is the Contractor's responsibility to return all keys, badges, codes and proximity cards to the Contracting Officer's Representative (COR) or his designee when a contractor employee is dismissed, terminated, or assigned to duties not within the scope of this contract.

4.12.10 LEVEL OF SITE ACCESS

The Government reserves the right to set the conditions of access for contract personnel. Depending on security levels of designated offices, contract personnel may require a Government Officer escort.

4.12.11 Professional Conduct –

All Contractor staff must adhere to standards of behavior that reflect professionalism and integrity on the individual, his or her employer, and the Federal Government. All staff must behave courteously and professionally toward all persons encountered in the performance of duties.

4.12.12 Removal from Site:

The Government maintains sole discretion to deny Contractor staff access to Government-controlled space and to prohibit individuals from working on the

contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, failure to meet contract performance standards; failure to perform to the quality standards of the profession; carelessness; unprofessional, inappropriate, or improper conduct; security concerns; insubordination, or incompetence. Removal does not relieve the Contractor of the responsibility to continue providing the services required under any contract awarded. Under no circumstance shall the Government's actions in its request for removal or reassignment of an individual under the contract create an employee-employer relationship with Contractor personnel or subcontractors. The Contractor is solely responsible for addressing employee matters and for all decisions concerning employment of its staff.

4.13 SUPERVISION/MANAGER EXPECTATIONS

4.13.1 ORIENTATION OF FACILITY

The Contractor and their employees and any subcontractor shall become familiar with and obey all station regulations, including fire, traffic and security regulations. All contract employees must have attended an orientation conducted by the Contracting Officer's Representative (COR) (or his or her designee). The orientation will include an explanation of the occupant agency's function and may include a tour of the building/facility. It will also familiarize contract employees with key client agency personnel and areas of the building/facility requiring special attention. The Contractor's managers and supervisors shall be able to read, write, speak and understand English to the satisfaction of the Contracting Officer's Representative (COR). All personnel shall keep within the limits of the work area and not enter any restricted areas unless required to do so and are cleared for such entry. The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees.

4.13.2 CONTRACTOR'S EMPLOYEES

The Contractor must agree that each person employed by his firm, or any Subcontractor(s) shall have a Social Security Card issued, by the U.S. Social Security Administration, (a) be a United States citizen or (b) a person lawfully admitted into the United States, eligible for employment. Subject to existing laws, regulations, and other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor to work on under or with this Contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

4.14 PERSONNEL TRAINING

4.14.1 Orientation

All contract employees must have attended an orientation conducted by the COR (or his or her designee). The orientation will include an explanation of the occupant agency's function and may include a tour of the building/facility. It will also familiarize contract employees with key client agency personnel and areas of the building/facility requiring special attention.

4.14.2 Tenant Relations

The Contractor is required to provide tenant relations training for their employees.

This training will stress the importance of conflict avoidance and problem resolutions. Emphasis will be placed on grooming, proper attire and the importance of professionalism and courtesy in day-to-day contacts with building occupants and visitors.

4.14.3 Operational Safety Hazard Administration (OSHA)

Training shall include all applicable Operational Safety Hazard Administration (OSHA) and other related standards.

4.14.4 DETAINEES

The Department of Homeland Security has taken detainees from various nations into physical custody at some facilities pending the conclusion of immigration hearings, release on bonds, recognizance or supervision. The Contractor's employees must realize that the detainees are detained against their will and would seize any opportunity to escape. The Contractor's employees should not have contact with detainees. Contractor's employees shall not engage in conversation with detainees.

4.14.5 APPEARANCE

Contractor personnel shall present a neat appearance and be easily recognized. This shall be accomplished by wearing clothing bearing the name of the Contracted company.

4.14.6 SUBMITTAL OF DAILY WORK SCHEDULES

Managers and supervisors shall be responsible for submitting the Contractor employees daily work schedules one week prior to the execution of the work.

4.14.7 TIMELINE REGARDING DISMISSED/TERMINATED/REASSIGNED CONTRACT EMPLOYEES

The Contractor shall notify the Contracting Officer's Representative (COR) in writing the names of any employees no longer working on the project within one (1) workday after that employee is terminated or no longer expected to work under this contract. The Contractor must return all security badges, keys, access codes, and proximity cards issued by DHS to the Contracting Officer's Representative (COR) after an employee of the Contractor is no longer working on the project.

4.14.8 MANAGEMENT PERSONNEL QUALIFICATIONS

Qualification of managers and supervisors. Managers and supervisors engaged in directing the work to be accomplished under this contract shall possess at least 2 years of recent experience (within the past 5 years), directing cleaning-type operations in a manager capacity for buildings of the approximate size of the building(s) to be cleaned under this contract. Competent management personnel shall be employed. The management personnel shall provide evidence of any supervisory training courses taken. At the discretion of the Contracting Officer, experience may be substituted for formal training. A detailed resume for managers and supervisors containing the information specified below must be submitted to the CO prior to award for evaluation. Management employees must provide a resume.

4.15 QUALITY AND CONTROL PLAN

The Contractor must submit two copies of a detailed Quality Control Plan (QCP) with their contract proposal. The plan will be site specific and will inform the Contracting Officer's Representative (COR) how the work, supervision, project management and follow-up will be performed in this contract to ensure compliance with all requirements. The QCP is intended to provide a structured process and detailed plan that will help the Contractor manage the project and identify any deficiencies before the work execution becomes unacceptable. The QCP must be always current to reflect all contract modifications and changes in plan. If anything in the plan is revised, the plan must be physically updated, and the changes are to be reported to the Contracting Officer's Representative (COR) and approved by the Contracting Officer.

4.15.1 SURVEILLANCE BY CUSTOMER COMPLAINT INVESTIGATION/VALIDATION/NOTIFICATION AND RECORD ARCHIVE

When a complaint is received, the Contracting Officer's Representative (COR) will investigate, validate the complaint, notify the Contractor of the defect, and maintain a record of the complaint.

4.15.2 CONTRACTING OFFICER AUTHORITY

The Contracting Officer is the sole individual that is authorized to make changes to the contract, according to the Federal Acquisition Regulation (FAR), Code of Federal Regulation, and Department of Homeland Security (DHS) and Customs and Border Protection (CBP) policy and procedures.

4.16 CO/CONTRACTING OFFICER'S REPRESENTATIVE (COR) RESPONSIBILITIES

The Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change orders or other matter in deviation from the terms of this contract, between the Contractor and a person other than the Contracting Officer, be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

4.16.1 TECHNICAL CONTACT/ TECHNICAL REPRESENTATIVE

This will be the U.S. Customs and Border Protection technical contact person or Contracting Officer's Representative (COR). The (COR) information will be provided upon award of the contract.

4.16.2 COR RESPONSIBILITIES

The Contracting Officer will designate the COR as the Contracting Officer's Representative at time of contract award. The responsibilities of the Contracting Officer's Representative (COR) include but are not limited to determining the adequacy of Contractor completion efforts in accordance with the conditions of this contract.

4.16.3 INSPECTION AND MONITORING OF THE CONTRACTOR'S WORK

The Contracting Officer's Representative (COR) is responsible for the inspection and monitoring of the Contractor's work. The responsibilities of the Contracting Officer's Representative (COR) include but are not limited to inspecting the work

to ensure compliance with the contract requirements; documenting through written inspections reports conferring with representative of the contractor regarding any problems encountered in the successful execution of the work.

4.16.4 REVIEW OF CONTRACTOR PROVIDED SERVICE LEVEL BEING PERFORMED

In addition to the above, the Contracting Officer's Representative (COR) will make a periodic walk through the building and other areas covered by this contract to ascertain the level of services being performed. The Contractor will be notified of any deficiencies noted.

5.0 PLACES OF PERFORMANCE:

The following facilities have services under this Contract

Del Rio Sector Facilities
2401 Dodson Ave
Del Rio, TX

Del Rio BPS
2300 Hwy. 90 East
Del Rio, TX

Del Rio Checkpoint
U.S. Hwy 277/377
Del Rio, TX

Del Rio Air & Marine Operations
1104 W. 15th St
Del Rio, TX

Eagle Pass South Checkpoint
Hwy 57
Eagle Pass, TX

Eagle Pass South BPS
4156 El Indio Hwy.
Eagle Pass, TX

Eagle Pass North BPS
2285 Del Rio Blvd
Eagle Pass, TX

Brackettville BPS
802 West Spring Street
Brackettville, TX

Comstock BPS
27685 Hwy 90 W
Comstock, TX

Comstock Checkpoint
27685 Hwy 90 W
Comstock, TX

San Angelo MU2
8154 Hangar Rd
San Angelo, TX

San Angelo USBP
8210 Hangar Drive
San Angelo, TX

Carrizo Springs BPS
1868 Hwy. 85 East
Carrizo Springs, TX

Carrizo Springs Checkpoint
Hwy 277 North
Carrizo Springs, TX

Rocksprings BPS
606 North Main Street
Rocksprings, TX

Uvalde Checkpoint
7397 US 90 W
Uvalde, TX

Uvalde Air & Marine Operations
216 Howard Langford Dr
Uvalde, TX

Uvalde BPS
30 Industrial Park

Uvalde, TX

6.0 PERIOD OF PERFORMANCE

The period of performance is September 30, 2026 - September 29, 2027, for the Base Period, with four (4) 1 - Year Option Years:

Base Year: September 30, 2026 - September 29, 2027

Option Year 1 September 30, 2027 – September 29, 2028

Option Year 2 September 30, 2028 – September 29, 2029

Option Year 3 September 30, 2029 – September 29, 2030

Option Year 4 September 30, 2030 – September 29, 2031

RECOGNIZED HOLIDAYS: The Government offices will not be open on these days and the contractor is not expected to perform work during these holidays. New Year's Day, Labor Day, Martin Luther King Jr.'s Birthday, Columbus Day, President's Day, Juneteenth Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, and Christmas Day.

HOURS OF OPERATION:

Work shall be scheduled between the hours of 07:00-1600 Monday through Friday, except federal holidays as listed above.

7.0 POINTS OF CONTACT

Technical questions and concerns shall be directed to the Contracting Officer's Representative (COR):

Edward Zion

Program Manager/ COR

Border Patrol & Air and Marine Program Management Office (BPAM PMO)

Operations Support Facilities (OSF)

Office Phone: (830) 778 – 7939

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8.0 DEFINITIONS/ACRONYMS

As used throughout this contract, the following definitions/acronyms shall have the meaning set forth below:

BE – Business Entity - Site descriptions for Building Entity (BE) are located on the "Worksite Identification" Fact Sheet as 5.0 Place of Performance.

Carpet Spotting – To remove soil marks on carpet surfaces differing sharply in color from the surrounding area. A stain or blot.

CBP – Customs and Border Protection - one of the Department of Homeland

Security's largest and most complex components, with a priority mission of keeping terrorists and their weapons out of the U.S. It also has a responsibility for securing and facilitating trade and travel while enforcing hundreds of U.S. regulations, including immigration and drug laws.

Clean - "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.

Cleaner – Material that will remove stains and built-up materials without harm to the object being cleaned.

CO – Contracting Officer - The U.S. Customs and Border Protection person for the Department of Homeland Security with the authority to enter into contracts, administer, and terminate contracts and make related determinations and findings. See ACO definition above.

Contractor - The entity that provides the services described in the Statement of Work.

Contractor Manager – That person, or designated alternate, responsible for insuring that required services are performed properly, and who is the one point of contact responsible for interaction with government personnel. They are also responsible for supervising the contractor's employees.

COR – Contracting Officer Representative - An employee who is designated and authorized by the Contracting Officer to answer technical questions, provide for inspections, certify invoices for payment and assist in administering the contract.

Damp Mop - The use of a damp mop to pick up soil, dirt, residue, or dust from the floors. Defective Service - A service output that does not meet the standard of work established by this contract.

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily the Department of Homeland Security. (DHS reserves the right to place detainees who are in the custody of the Bureau of Prisons, the U.S. Marshals Service or any person confined under the auspices and the authority of the DHS or any other federal agency.) Many of those being detained may have substantial and varied criminal histories.

DHS – Department of Homeland Security – The Department of Homeland Security has a vital mission: to secure the nation from the many threats we face. This requires the dedication of more than 225,000 employees in jobs that range from aviation and border security to emergency response, from cyber security analyst to chemical facility inspector. Our duties are wide-ranging, but our goal is clear – keeping America safe.

Disinfect - "Disinfect" shall be defined as cleaning to destroy any harmful microorganisms by application of an approved chemical agent.

EPA – Environmental Protection Agency - The EPA leads the nation's environmental science, research, education, and assessment efforts. The mission of the Environmental Protection Agency is to protect human health and the environment. Since 1970, EPA has been working for a cleaner, healthier environment for the American people.

Floor Stripping - To remove the floor finish using a floor finish remover without harm to the surface of the floor. After completion there should not be any residue of the old floor.

Floor Rinse - To remove the floor finish using a floor finish remover without harm to the surface of the floor. After completion there should not be any residue of the old floor finish remaining on the floor surface.

Contracting Officer's Representative (COR)- An employee who is designated and authorized by the Contracting Officer, or Contracting Officer's Technical Representative to answer questions, provide for inspections, certify invoices for payment and assist in administering the contract.

Heavy Duty Cleaning - This is defined as any custodial cleaning work that will negatively impact the production of a work group or cause a disruption due to excessive noise levels. It will also apply to Quarterly, Semi-Annual, or Annual task deliverables that require the movement of furniture, equipment, or other fixtures, when not in use, to complete the cleaning process. This work will be done during non-business hours.

Janitorial/Custodial – Interchangeable within contract.

SDS – Safety Data Sheet - The SDS is a detailed informational document prepared by the manufacturer or importer of a hazardous chemical. It describes the physical and chemical properties of the product. Safety Data Sheets contain useful information such as flash point, toxicity, procedures for spills and leaks, and storage guidelines. Information included in a Safety Data Sheet aids in the selection of safe products, helps you understand the potential health and physical hazards of a chemical and describes how to respond effectively to exposure situations.

Mulch Replacement – All areas with mulch will be replaced once a year. The existing mulch will be removed along with the liner and replaced.

Paper Towels – Heavyweight paper hand towels, single ply designed for use in bathroom dispensers at each location.

Policing – To make an area clean in appearance by removing obvious debris, spillage, etc.

Polishing - To make the material surface smooth and bright using a polishing compound. Otherwise, damp wiping is done with a damp cloth.

QC – Quality Control - Those actions taken by a Contractor to control the execution of required services so that the standards of the contract are met.

QCP – Quality Control Plan - The plan will be site specific and will inform the Contracting Officer's Representative how the work, supervision, project management and follow up will be performed in this contract to ensure compliance with all requirements.

Sanitize – Free from dirt and germs.

SOW – Statement of Work - This Statement of Work (SOW) is intended to support the facility services at U.S. Custom and Border Protection (CBP) sites.

Space - A space is an area to receive custodial services that may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, lobbies, offices, entrances, and elevators.

Spot Clean - To remove dirt, grease, or other material, that gives visual appearance of soiling, from an area without cleaning the entire surface.

ATTACHMENT B
Del Rio Sector Facilities
2401 Dodson Ave, Del Rio, Texas 78840

JANITORIAL TASK/FREQUENCY	MAINT. AND LOGISTICS BLDG	ADMIN BLDG	RADIO/BIC AREA/JOIC	INTEL BLDG	3 Warehouses	BORTAC/BORSTAR BLDG	PROSECUTION S BLDG	GIS BLDG	CROSSFIT BAY	FIRING RANGE
VACUUM CARPET	2W	2W	2W	2W		3W	2W	2W		
SHAMPOO CARPET	M6	M6	M6	M6		M6	M6	M6		
SWEEP FLOORS	D5	D5	D7	D5	W	D5	D5	D5	D5	D5
MOPPING	W	W	W	W	1M	D5	W		W	W
SPRAY BUFF FLOORS	W	W	W	W		2W	W			W
STRIP WAX AND APPLY NEW WAX	M6	M6	M6	M6		M6	M6	M6		M6
CLEAN WALK OFF MATS	D5	D5		D5		D5	D5	D5	D5	D5
REMOVE TRASH	D5	D5	D7	D5	D5	D5	D5	D5	D5	D5
PERFORM LOW DUSTING	2W	2W	2W	2W	1M	2W	2W	2W	2W	2W
CLEAN GLASS	W	W	W	W		W	W	W	W	W
CLEAN EXERCISE ROOM EQUIPMENT (IF APPLICABLE)		1M				1M			D5	
CLEAN DRINKING FOUNTAINS	D5	D5	D7	D5		D5			D5	
PERFORM SPOT CLEANING	D5	D5	D7	D5				D5	D5	
SWEEP AND DAMP MOP RESTROOM	D5	D5	D7	D5		D5	D5	D5	D5	D5
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS	2M	2M	2M	2M		W	2M	2M	2M	2M
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D5	D5	D7	D5		D5	D5	D5	D5	D5
DEEP SCRUB RESTROOMS, LOCKER ROOM FLOORS, AND GROUT LINES	A	A	A	A		A	A		A	
PERFORM HIGH DUSTING	1M	1M	1M	1M	M3	1M	1M	1M	1M	1M
CLEAN WINDOW SURFACES	1M	1M	1M	1M		1M	1M	1M		1M
CLEAN LIGHT FIXTURES	1M	1M	1M	1M	1M	1M	1M	1M	1M	1M
CHECK AND REPLACE LIGHT BULBS	D5	D5	D7	D5	1M	D5	D5	D5	D5	D5
DUST VENETIAN BLINDS	1M	1M	1M	1M		1M	1M	1M		1M
CLEAN SHOWERS/STALLS	D5	D5		D5		D5			D5	
CLEAN AIR CONDITIONING VENTS	1M	1M	1M	1M		1M	1M	1M	1M	1M
CLEAN KENNEL AREAS										
CLEAN PROCESSING AREA AND HOLDING CELLS 2 TIMES PER DAY/7 DAYS A WEEK										
SITE SPECIFIC/OTHER ITEMS										
SWEEP COURTYARD		W								
WASH COURTYARD & CLEAN DECORATIVE FOUNTAIN		1M								
SWEEP PARKING LOT		W								
CLEAN BENCHES		W								
MULCH REPLACEMENT		A		A						
SWEEP WORK BAYS	W									
MOP WORK BAYS	W									
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3	M3	M3	M3	M3	M3	M3	M3

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D5
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

ATTACHMENT B

Del Rio Station
2300 HWY 90 East, and
U.S. Hwy 277/377,
Del Rio Texas 78840

JANITORIAL TASK/FREQUENCY	ADMIN BLDG	RAMP 6000 BLDG	RVS BLDG	CANINE BLDG	HAY BARN	RMSS/STORAGE BLDG	Warehouse	CHECKPOINT	
VACUUM CARPET	3W			3W					
SHAMPOO CARPET	M6			M6					
SWEEP FLOORS	D7	D7	D7	D5		D5	W	D7	
MOPPING	W	W	W	W		W	1M	W	
SPRAY BUFF FLOORS	W	W	W	W		W		W	
STRIP WAX AND APPLY NEW WAX	M6	M6	M6	M6		M6		M6	
CLEAN WALK OFF MATS	D7	D7	D7	D5				D7	
REMOVE TRASH	D7	D7	D7	D5		D5	D5	D7	
PERFORM LOW DUSTING	2W	W	W	W		W	1M	W	
CLEAN GLASS	W	W		W				W	
CLEAN EXERCISE ROOM EQUIPMENT (IF APPLICABLE)	D5								
CLEAN DRINKING FOUNTAINS	D7	D7	D5	D5				D7	
PERFORM SPOT CLEANING	D7	D7	D7	D5					
SWEEP AND DAMP MOP RESTROOM	D7	D7	D7	D5		D5		D7	
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS	2M	2M	2M	2M		2M		2M	
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D7	D7	D7	D5		D5		D7	
DEEP SCRUB RESTROOMS, LOCKER ROOM FLOORS, AND GROUT LINES	A	A							
PERFORM HIGH DUSTING	2M	2M	2M	2M		M6	M3	2M	
CLEAN WINDOW SURFACES	2M	2M		2M				2M	
CLEAN LIGHT FIXTURES	1M	1M	1M	1M	1M	1M	1M	1M	
CHECK AND REPLACE LIGHT BULBS	D7	D7	D7	D5	D5	D5	1M	D7	
DUST VENETIAN BLINDS	2M	2M	2M	2M				2M	
CLEAN AIR CONDITIONING VENTS	1M	1M	1M	1M		1M		1M	
CLEAN KENNEL AREAS									
PROCESSING AREA AND HOLDING CELLS	2D/D7							2D/D7	
CLEAN, DISINFECT AND DECONTAMINATE DETAINEE SLEEPING MATS	D5								
CLEAN, DISINFECT, AND DECONTAMINATE (6) PRE-SCREENING/PROCESSING TENTS INCLUDE MOPPING, BROOMING, DESCALING WALLS, AND PROVISIONING	1D/D7								
SITE SPECIFIC/OTHER ITEMS									
SWEEP PARKING LOT	W				W			W	
EXTERIOR BUILDING/SALLY PORT	3W				W				
CLEAN BENCHES									
MULCH REPLACEMENT	A								
CLEAN GOVERNMENT REFRIGERATOR/MICROWAVE	2M								
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3	M3	M3	M3		M3	

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D7
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

ATTACHMENT B
Carrizo Springs Station
Highway 85 East, and
Hwy 277 North Checkpoint,
Carrizo Springs Texas

JANITORIAL TASK/FREQUENCY	MAIN BLDG	RAMP 6000 BLDG	FIRING RANGE	MAINTENANCE BLDG	CANINE BUILDING	HORSE PATROL BLDG	Warehouse	CHECKPOINT	
VACUUMCARPET	2W								
SHAMPOOCARPET	M6								
SWEEP FLOORS	D7	D7	D5	D5	D7	D7	W	D7	
MOPPING	W	W	W	W	W	W	1M	D7	
SPRAY BUFF FLOORS	W	W		W	W	W		W	
STRIP, WAX, AND APPLY NEW WAX	M6	M6		M6	M6	M6		M6	
CLEAN WALK OFF MATS	D7	D7	D5	3W	D7	D7		D7	
REMOVE TRASH	D7	D7	D5	3W	D7	D7	D5	D7	
PERFORM LOW DUSTING	W	W	W	W	W	W	1M	W	
CLEAN GLASS	W	W	W	W	W	W		W	
CLEAN EXERCISE ROOM EQUIPMENT	W								
CLEAN DRINKING FOUNTAINS	D7	D7	D5	D5	D5	D5		D7	
PERFORM SPOT CLEANING	D7	D7							
SWEEP AND DAMP MOP RESTROOM	D7	D7		D5		D7		D7	
DE-SCALING OF RESTROOMS, SHOWERS, AND HOLDING CELLS	2M	2M		2M		2M		2M	
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D7	D7		D5	D7	D7		D7	
APPLY FLOOR FINISH ON RESTROOM AND LOCKER ROOM FLOORS	A	A		A		A			
PERFORM HIGH DUSTING	1M	1M	1M	1M	1M	1M	1M	1M	
CLEAN WINDOW SURFACES	1M	1M	1M	1M	1M	1M		1M	
CLEAN LIGHT FIXTURES	1M	1M	1M	1M	1M	1M	1M	1M	
CHECK AND REPLACE LIGHT BULBS	W	W	W	W	W	W	1M	W	
DUST VENETIAN BLINDS	1M	1M	1M	1M	1M	1M		1M	
CLEAN AIR CONDITIONING VENTS	1M	1M	1M	1M	1M	1M		1M	
CLEAN KENNEL AREAS									
CLEAN CHAIR RAILS	1M	1M							
PROCESSING AREA AND HOLDING CELLS	2D/D7							2D/D7	
CLEAN, DISINFECT, AND DECONTAMINATE DETAINEE SLEEPING MATS	D5								
CLEANING AND PROVISIONING (2) SHOWER STALLS	1D/D7								
MOPPING, BROOMING, CLEANING, DESCALING WALLS, AND PROVISIONING OF (7) PROCESSING TENTS	1D/D7								
Site Specific/Other Items									
CLEAN AND SWEEP OUT HANGAR BUILDING AND MAT ROOM	D5								
CLEAN EXTERIOR OF BUILDING AND SALLY PORT	D5								
SWEEP PARKING LOT	W								
CLEAN BENCHES									
MULCH REPLACEMENT	A								
Clean Government Refrigerator/Microwave	1M							1M	
CLEAN CHECKPOINT PORCH								D7	
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3	M3	M3	M3		M3	

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDSCLEANING	D7
GRASSMOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASSEDGING	W
SHRUBBERY TRIMMING	2M
WEEDCONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

ATTACHMENT B

Eagle Pass North Station
2285 Del Rio Boulevard,
Eagle Pass Texas

JANITORIAL TASK/FREQUENCY	MAIN BLDG	OVERFLOW BLDG	SUPERVISORY BLDG	Warehouse			GUN CLEANING BLDG	RADIO TECH BLDG	FACILITIES MAINT. BLDG	VEHICLE MAINT. BLDG	RAMP 6000 BLDG	
VACUUM CARPET	2W											
SHAMPOO CARPET	M6											
SWEEP FLOORS	D7	W	D7	W		W	D5	D5	D5	D7		
MOPPING	W	W	W	1M		W	W	W	W	W		
SPRAY BUFF FLOORS	W	W	W				W	W	W	W		
STRIP WAX AND APPLY NEW WAX	M6	M6	M6				M6	M6	M6	M6		
CLEAN WALK OFF MATS	D7	D7	D7							D7		
REMOVE TRASH	D7	D7	D7	D5		W	D5	D5	D5	D7		
PERFORM LOW DUSTING	W	W	W	1M		W	W	W	W	W		
CLEAN GLASS	W	W	W			W	W	W	W	W		
CLEAN EXERCISE ROOM EQUIPMENT (IF APPLICABLE)	D5											
CLEAN DRINKING FOUNTAINS	D7	D5	D7					D5		D7		
PERFORM SPOT CLEANING	D7	D5										
SWEEP AND DAMP MOP RESTROOM	D7	D5	D7				D5	D5	D5	D7		
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS		2M	2M				2M	2M	2M	2M		
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D7	D5	D7				D5	D5	D5	D7		
APPLY FLOOR FINISH ON RESTROOM AND LOCKER ROOM FLOORS	M6	M6	M6							M6		
PERFORM HIGH DUSTING	1M	1M	1M	M3			1M	1M	1M	1M		
CLEAN WINDOW SURFACES	1M	1M	1M				1M	1M	1M	1M		
CLEAN LIGHT FIXTURES	1M	1M	1M	1M		1M	1M	1M	1M	1M		
CHECK AND REPLACE LIGHT BULBS	D7	D5	D7	1M		1M	D5	D5	D5	D7		
DUST VENETIAN BLINDS	1M	1M	1M			1M	1M	1M		1M		
CLEAN AIR CONDITIONING VENTS	1M	1M	1M			1M	1M	1M		1M		
CLEAN KENNEL AREAS												
SITE SPECIFIC/OTHER ITEMS												
SWEEP PARKING LOT	W											
CLEAN EXTERIOR BUILDING AND SALLY PORT												
CLEAN CHAIR RAILS										W		
MULCH REPLACEMENT	A	A	A									
CLEAN GOVERNMENT REFRIGERATOR												
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3			M3	M3	M3	M3	M3		

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D7
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

ATTACHMENT B
Eagle Pass South Station
4156 El Indio Hwy, and
Hwy 57 Checkpoint, Eagle Pass Texas

JANITORIAL TASK/FREQUENCY	MAIN BLDG	K-9 BLDG.	Sally Port Whse	BPS WAREHOUSE 1	BPS Warehouse 2	Fuel Island	Car Wash	Covered Parking	Check Point	
VACUUM CARPET	3W									
SHAMPOO CARPET	M6									
SWEEP FLOORS	D7	D5	D5	W	W	W	W		D5	
MOPPING	W		D5	W	W				W	
SPRAY BUFF FLOORS	W								W	
STRIP WAX AND APPLY NEW WAX	M6									
CLEAN WALK OFF MATS (IFAPPLICABLE)	D7	D5	D5						D5	
REMOVE TRASH	D7	D5	D5	D5	D5	D5	D5	D5	D5	
PERFORM LOW DUSTING	W	W	W	1M	1M	W	W	W	W	
CLEAN GLASS	W								W	
CLEAN EXERCISE ROOM EQUIPMENT	D5									
CLEAN DRINKING FOUNTAINS	D7								W	
PERFORM SPOT CLEANING	D7	D5	2W		D5	D5	D5	D5	D5	
SWEEP AND DAMP MOP RESTROOM	D7								D5	
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS	W								W	
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D7								D5	
APPLY FLOOR FINISH ON RESTROOM AND LOCKER ROOM FLOORS	M6									
PERFORM HIGH DUSTING	1M	1M	2M	1M	1M	1M	1M	1M	1M	
CLEAN WINDOW SURFACES	1M								1M	
CLEAN LIGHT FIXTURES	1M	1M	1M	M3	M3	1M	1M	1M	1M	
CHECK AND REPLACE LIGHT BULBS	W	W	W	W	1M	1M	1M	1M	W	
DUST VENETIAN BLINDS	1M								1M	
CLEAN AIR CONDITIONING VENTS	1M		1M						1M	
CLEAN KENNEL AREAS		D5							D5	
CLEAN PROCESSING AREA AND HOLDING CELLS	3D/D7								1D/D7	
CLEANING AND PROVISIONING (9) SHOWER STALLS AND (2) WASH STATIONS	1D/D7								1D/D7	
CLEAN, DISINFECT, AND DECONTAMINATE (7) PRE-SCREENING/PROCESSING TENTS TO INCLUDE MOPPING, BROOMING, DISCALING WALLS, AND PROVISIONING	1D/D7									
CLEAN, DISINFECT, AND DECONTAMINATE DETAINEE SLEEPING MATS	D5									
SITE SPECIFIC/OTHER ITEMS										
NEW FENCED IN AREA NEXT TO SALLYPORT	D5								W	
CLEAN EXTERIOR BLDG. AND SALLYPORT	D5									
CLEAN BENCHES										
MULCH REPLACEMENT	A									
CLEAN GOVERNMENT REFRIGERATOR/MICROWAVE	D5								D5	
CLEAN CHAIR RAILS	D5									
SWEEP CHECKPOINT PORCH AND PARKING LOTS	W				W	W	W		D5	
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3			M3	M3	M3	M3	M3	

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
2D	Two Times Daily
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months
A	Annually (once every year)

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D5
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING (if applicable)	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
CLEAN PARKING LOTS AND DRIVEWAYS	W

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

ATTACHMENT B

Uvalde Station

30 Industrial Park, and

7397 Uvalde Border Patrol Checkpoint

US 90 W Checkpoint, Uvalde Texas

JANITORIAL TASK/FREQUENCY	MAIN BUILDING	FITNESS BLDG	RAMP 6K PROCESSING AND ADMIN	KENNEL BLDG	WAREHOUSE	VEHICLE MAINT.	RMS	CHECKPOINT	
VACUUM CARPET	3W		2W			2W			
SHAMPOO CARPET	M6		M6			M6			
SWEEP FLOORS	D7	D5	D7	D5	W	D5	D5	D7	
MOPPING	W	3W	W	W	W	W	W	W	
SPRAY BUFF FLOORS	W		W			W	W	W	
STRIP WAX AND APPLY NEW WAX	M6		M6			M6		M6	
CLEAN WALK OFF MATS (IF APPLICABLE)	D7	D5	D7	D5		D5	D5	D7	
REMOVE TRASH	D7	D5	D7	D5		D5	D5	D7	
PERFORM LOW DUSTING	W	W	W	W	1M	W	W	2W	
CLEAN GLASS	W	W	W	W		W		W	
CLEAN EXERCISE ROOM EQUIPMENT		1M							
CLEAN DRINKING FOUNTAINS	D7	D5	D7			D5		D7	
PERFORM SPOT CLEANING	D7		D7			D5	D5	D7	
SWEEP AND DAMP MOP RESTROOM	D7	D5	D7			D5		D7	
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS	2M	2M	2M			2M		2M	
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D7	D5	D7			D5		D7	
APPLY FLOOR FINISH ON RESTROOM AND LOCKER ROOM FLOORS	A	A	A						
PERFORM HIGH DUSTING	1M	1M	1M	1M	M3	1M	1M	1M	
CLEAN WINDOW SURFACES	1M		1M	1M		1M		1M	
CLEAN LIGHT FIXTURES	1M	1M	1M		1M	1M	1M	1M	
CHECK AND REPLACE LIGHT BULBS	D7	D5	D7	W	W	D5	D5	D7	
DUST VENETIAN BLINDS	1M		1M			1M		1M	
CLEAN AIR CONDITIONING VENTS	1M	1M	1M	1M		1M	1M	1M	
CLEAN KENNEL AREAS									
PROCESSING AREA AND HOLDING CELLS			2D/D7					2D/D7	
CLEAN, DISINFECT, AND DECONTAMINATE DETAINEE SLEEPING MATS	D5								
SITE SPECIFIC/OTHER ITEMS									
SWEEP PARKING LOT	W	W	W			W		W	
CLEAN EXTERIOR BUILDING AND SALLYPORT	2W		3W						
CLEAN BENCHES									
MULCH REPLACEMENT	A								
CLEAN CHAIR RAILS									
CLEAN GOVERNMENT REFRIGERATOR AND MICROWAVE									
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3	M3		M3	M3	M3	

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D5
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W
INSPECTION LANES	3W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

ATTACHMENT B
Brackettville Station
802 West Spring St.,
Brackettville Texas

JANITORIAL TASK/FREQUENCY	MAIN BLDG.	MUSTER BLDG	RAMP 6000 BLDG	WAREHOUSE	EXERCISE BLDG	STORAGE BLDG.	
VACUUM CARPET	3W						
SHAMPOO CARPET	M6						
SWEEP FLOORS	D7	D7	D7	W	W		
MOPPING	W	W	W	W	W		
SPRAY BUFF FLOORS	1M	1M	1M				
STRIP, WAX, AND APPLY NEW WAX	M6	M6	M6				
CLEAN WALK OFF MATS	D7	D7	D7		D5	D5	
REMOVE TRASH	D7	D7	D7	D5	D5	D5	
PERFORM LOW DUSTING	W	W	W	W	W	W	
CLEAN GLASS	W	W	W				
CLEAN EXERCISE ROOM EQUIPMENT		1M			D5		
CLEAN DRINKING FOUNTAINS	D7	D7	D7				
PERFORM SPOT CLEANING	D7	D5	D7		D5		
SWEEP AND DAMP MOP RESTROOM	D7	D7	D7				
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS	2M	2M	2M				
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D7	D7	D7				
APPLY FLOOR FINISH ON RESTROOM AND LOCKER ROOM FLOORS							
PERFORM HIGH DUSTING	1M	1M	1M	1M	1M	1M	
CLEAN WINDOW SURFACES	1M	1M	1M				
CLEAN LIGHT FIXTURES	1M	1M	1M	1M	1M	1M	
CHECK AND REPLACE LIGHT BULBS	W	W	W	W	W	W	
DUST VENETIAN BLINDS	1M	1M	1M				
CLEAN AIR CONDITIONING VENTS	1M	1M	1M		1M		
CLEAN KENNEL AREAS							
CLEAN PROCESSING AREA AND HOLDING CELLS	2D/D7						
CLEANING AND PROVISIONING (2) SHOWER STALLS AND (1) PORTABLE WASH/SHOWER STATION	2D/D7						
CLEAN, DISINFECT, AND DECONTAMINATE DETAINEE SLEEPING MATS	D5						
SITE SPECIFIC/OTHER ITEMS							
SWEEP PARKING LOT	W						
CLEAN EXTERIOR BUILDING AND SALLY PORT	3W						
CLEAN BENCHES							
MULCH REPLACEMENT	A						
CLEAN GOVT REFRIDGERATOR/MICROWAVE							
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3		M3	M3	

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D7
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

ATTACHMENT B
Rocksprings Station
605 Main Street,
Rocksprings Texas

JANITORIAL TASK/FREQUENCY	MAIN BLDG	EXERCISE Bldg.	RMSS OFFICE	
VACUUM CARPET	2W			
SHAMPOO CARPET	M6			
SWEEP FLOORS	D5	D5	D5	
MOPPING	W	W	W	
SPRAY BUFF FLOORS	W			
STRIP WAX AND APPLY NEW WAX	M6			
CLEAN WALK OFF MATS	D5	D5	D5	
REMOVE TRASH	D5	D5	D5	
PERFORM LOW DUSTING	W	W	W	
CLEAN GLASS	W			
CLEAN EXERCISE ROOM EQUIPMENT	W	W		
CLEAN DRINKING FOUNTAINS	D5			
PERFORM SPOT CLEANING	D5	D5		
SWEEP AND DAMP MOP RESTROOM	D5			
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS	2M			
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D5			
APPLY FLOOR FINISH ON RESTROOM AND LOCKER ROOM FLOORS				
PERFORM HIGH DUSTING	1M	1M	1M	
CLEAN WINDOW SURFACES	1M			
CLEAN LIGHT FIXTURES	1M	1M	1M	
CHECK AND REPLACE LIGHT BULBS	W	W	W	
DUST VENETIAN BLINDS	1M			
CLEAN AIR CONDITIONING VENTS	1M	1M	1M	
CLEAN KENNEL AREAS				
CLEAN PROCESSING AREA AND HOLDING CELLS	2D/D7			
SITE SPECIFIC/OTHER ITEMS				
SWEEP PARKING LOT	W	W	W	
CLEAN EXTERIOR BUILDING AND SALLYPORT	3W			
CLEAN BENCHES				
MULCH REPLACEMENT	A			
CLEAN GOVERNMENT REFRIGERATOR/MICROWAVE				
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3	

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D5
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

ATTACHMENT B
Comstock Station
Highway 90 West,
Comstock Texas

JANITORIAL TASK/FREQUENCY	BPS Area A	BPS Area B	BPS Area C (Sallyport)	VMF	Wash Bay	Indoor Firing Range	Checkpoint	Warehouse				
VACUUM CARPET	W	W										
SHAMPOO CARPET	M6	M6										
SWEEP FLOORS	D7	D7	D7			D5	D7	W				
MOPPING	W	2W	2W			2W	W	1M				
SPRAY BUFF FLOORS	W	W	W			W	W					
STRIP WAX AND APPLY NEW WAX	M6	M6	M6			M6	M6					
CLEAN WALK OFF MATS	D5	D7	D7			D5	D7					
REMOVE TRASH	D7	D7	D7		D7	D5	D7	D5				
PERFORM LOW DUSTING	W	W	W	W		W	2W	W				
CLEAN GLASS	W	W	W	W		W	W					
CLEAN EXERCISE ROOM EQUIPMENT (IF APPLICABLE)		1M										
CLEAN DRINKING FOUNTAINS	D5	D7	D7	D5			D7					
PERFORM SPOT CLEANING	2M	2M										
SWEEP AND DAMP MOP RESTROOM	D7	D7	D7	D5		D7	D7					
DE-SCALING RESTROOMS, SHOWERS, HOLDING CELLS	1M	1M	1M	1M		1M	1M					
SUPPLY RESTROOMS, LOCKER ROOMS, KITCHEN, BREAK AREAS, AND HOLDING CELLS	D7	D7	D7	D5		D7	D7					
APPLY FLOOR FINISH ON RESTROOM AND LOCKER ROOM FLOORS												
PERFORM HIGH DUSTING	1M	1M	1M	1M		1M	1M	1M				
CLEAN WINDOW SURFACES	1M	1M	1M	1M		1M	1M					
CLEAN LIGHT FIXTURES	1M	1M	1M	1M		1M	1M	1M				
CHECK AND REPLACE LIGHT BULBS	W	W	W	W		W	W	W				
DUST VENETIAN BLINDS	1M	1M	1M	1M		1M	1M					
CLEAN AIR CONDITIONING VENTS	1M	1M	1M	1M		1M	1M					
CLEAN KENNEL AREAS												
SITE SPECIFIC/OTHER ITEMS												
Courtyard	W	W										
Exterior building/Clean Sallyport	W	W	2W	W	W	W	W					
Benches	W	W	W	W	W	W	W					
Stables												
Clean Government Refrigerator/Microwave			1M				1M					
Clean Checkpoint Porch							D7					
Clean/Sweep Wash Bay Floor					W							
Clean Chair Rails	D5	D5										
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3	M3	M3	M3	M3					

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months
A	Annually

[illegible]

ATTACHMENT B
Uvalde Air & Marine Operations
216 Howard Langford Drive,
Uvalde Texas

JANITORIAL TASK/FREQUENCY	MAIN BLDG			
SWEEP FLOORS	D5			
VACUUM CARPET	D5			
MOP FLOORS IN HIGH TRAFFIC AISLES	D5			
REMOVE TRASH	D5			
LOW DUSTING	D5			
CLEAN WOOD PANELING	D5			
CLEAN SINKS	D5			
SWEEP AND MOP RESTROOMS AND SHOWERS	D5			
DISINFECT RESTROOMS AND SHOWERS	D5			
RE-SUPPLY RESTROOMS AND SHOWERS	D5			
CLEAN BREAK ROOM EQUIPMENT, COFFEE MACHINES, MICROWAVES, AND REFRIGERATORS	D5			
CLEAN EXTERIOR CABINET DOORS	D5			
CLEAN GROUNDS, PARKING LOT, AND RAMP AREA OF TRASH	D5			
CHECK AND REPLACE LIGHT BULBS AS NEEDED	D5			
MOP, SPRAY, AND BUFF FLOORS	W			
CLEAN FLOOR MATS	W			
WASH AND DISINFECT RESTROOM WALLS	W			
SWEEP THE OPERATIONS HANGAR	W			
CLEAN INTERIOR AND EXTERIOR WINDOW SURFACES	1M			
CLEAN LIGHT FIXTURES	1M			
CLEAN BLINDS	1M			
CLEAN UNDER REFRIGERATORS	1M			
CLEAN AIR CONDITIONING VENTS	1M			
CLEAN TRASH CANS WITH SOAP AND WATER	1M			
SITE SPECIFIC/OTHER ITEMS				
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3			
STRIP AND WAX FLOORS	M6			

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D5
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

ATTACHMENT B
Del Rio Air & Marine Operations
1104 W. 15th St,
Del Rio, Texas

JANITORIAL TASK/FREQUENCY	Aircraft Maintenance & Office Space	Air Operations Bldg. and Office Space		
SWEEP FLOORS	D5	D5		
VACUUM CARPET	D5	D5		
MOP FLOORS IN HIGH TRAFFIC AISLES	D5	D5		
REMOVE TRASH	D5	D5		
LOW DUSTING	D5	D5		
CLEAN WOOD PANELING	D5	D5		
CLEAN SINKS	D5	D5		
SWEEP AND MOP RESTROOMS AND SHOWERS	D5	D5		
DISINFECT RESTROOMS AND SHOWERS	D5	D5		
RE-SUPPLY RESTROOMS AND SHOWERS	D5	D5		
CLEAN BREAK ROOM EQUIPMENT, COFFEE MACHINES, MICROWAVES, AND REFRIGERATORS	D5	D5		
CLEAN EXTERIOR CABINET DOORS	D5	D5		
CLEAN GROUNDS, PARKING LOT, AND RAMP AREA OF TRASH	D5	D5		
CHECK AND REPLACE LIGHT BULBS AS NEEDED	D5	D5		
MOP, SPRAY, AND BUFF FLOORS	W	W		
CLEAN FLOOR MATS	W	W		
WASH AND DISINFECT RESTROOM WALLS	W	W		
SWEEP THE OPERATIONS HANGAR	W	W		
CLEAN INTERIOR AND EXTERIOR WINDOW SURFACES	1M	1M		
CLEAN LIGHT FIXTURES	1M	1M		
CLEAN BLINDS	1M	1M		
CLEAN UNDER REFRIGERATORS	1M	1M		
CLEAN AIR CONDITIONING VENTS	1M	1M		
CLEAN TRASH CANS WITH SOAP AND WATER	1M	1M		
SWEEP FLOORS	D5	D5		
SITE SPECIFIC/OTHER ITEMS				
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3		
STRIP AND WAX FLOORS	M6	M6		

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D5
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months

ATTACHMENT B

San Angelo

8154 Hangar Road (MU2), San Angelo, Texas

8210 Hangar Road (USBP), San Angelo, Texas

JANITORIAL TASK/FREQUENCY	NASOC	MU2 Building	USBP Building
Empty waste containers and trash containers		D5	D5
Sweep or dust-mop all floors, including entrances, lobbies, and corridors		D5	D5
Spot-sweep floors and spot-vacuum carpets		D5	D5
Sweep and damp-mop or scrub toilet rooms		D5	D5
Clean all toilet fixtures and replenish toilet supplies		D5	D5
Dispose of all trash and garbage generated in or about the building		D5	D5
Wash cans used for collections of food remnants from kitchen (break room inside/outside or steam-clean)		D5	D5
Dust horizontal surfaces that are readily available and visibly require dusting		D5	D5
Spray buff-resistant floors in corridors, entrances, and lobbies; remove carpet stains		D5	D5
Police sidewalks, parking areas, and driveways		D5	D5
Sweep loading-dock areas and platforms		D5	D5
Vacuum carpets and rugs		3W	3W
Clean drinking fountains		3W	3W
Low dust all visible surfaces (leave papers undistributed)		W	W
Damp-mop all resilient floors in toilets and kitchen units		2M	2M
Disinfect urinals, toilets, and shower stalls		2M	2M
Damp-wipe tiled portions of restroom walls, stall partitions, and shower stalls		2M	2M
Sweep sidewalks, parking areas and driveways (weather permitting)		2M	2M
Mop all resilient tile floors, including corridors, lobbies, and entrances		M4	M4
Strip and wax all resilient tile floors in corridors, lobbies, and entrances		M4	M4
Spot-clean walls, partitions, and door frames		M4	M4
Wash light fixtures		M6	M6
Dust window blinds, curtains, shades, overhead pipes, air vents, and molding		M6	M6
Clean fans and exhaust vents		M6	M6
Wash windows inside and outside		M6	M6
Shampoo all carpets and rugs		M6	M6
Wash all blinds		A	A
SITE SPECIFIC/OTHER ITEMS			
PEST CONTROL SERVICES INTERIOR AND EXTERIOR OF THE FACILITY	M3	M3	M3

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

SITE Land and Grounds Maintenance Frequency Chart	
PERFORM GROUNDS CLEANING	D5
GRASS MOWING	W
MOWING OF NON-LANDSCAPED AREAS	1M
GRASS EDGING	W
SHRUBBERY TRIMMING	2M
WEED CONTROL	1M
FERTILIZING	M6
WATERING	W
RAKE AND REMOVE LEAVES	W
PARKING LOTS, AND DRIVEWAYS	W

Frequency Legend	
D5	Daily 5 days per week
D7	Daily 7 days per week
3D	Three Times Daily
W	Weekly
2W	Twice Weekly
3W	Three Times Weekly
4W	Four Times Weekly
1M	Once A Month
2M	Twice Monthly
M3	Every 3 Months
M6	Every 6 Months
A	Annually

ATTACHMENT B: Environmental Requirements

The product or service provided must be in compliance with all applicable Environment, Energy, and Water Efficiency, Renewable Energy Technologies, Occupational Safety, and Drug-Free Workplace.

ENVIRONMENTAL REQUIREMENTS

CBP is mandated by legislation and executive order to purchase products that are good for the environment. Below are minimum requirements for paper products, bathroom and facial tissue, napkins, industrial wipes, and trash liners that must be used by contractors in a CBP service contact.

Paper Products:

Paper products include bathroom and facial tissue, paper towels, napkins, and general-purpose industrial wipes. The products must contain the minimum requirements shown below:

Recovered Fiber Content Levels for Sanitary Tissue Products

Item	Post-consumer Fiber (%):	<u>Recovered Fiber (%)</u>:
Bathroom Tissue	20-60	20-100
Paper Towels	40-60	40-100
Paper Napkins	30-60	30-100
Facial Tissue	10-15	10-100
General Purpose Industrial Wipes	40	40-100

Plastic Trash Liners:

Plastic trash can liners are widely available with recovered material content including HDPE, LDPE, and LLDPE. The trash liners must meet the minimum requirements shown below:

Recovered Materials Content Levels for Plastic Trash Bags ¹

Product:	Material (%):	Post-consumer Content (%):
Plastic Trash Bags	Plastic	10-100

¹Recommendation does not preclude purchasing a trash bag manufactured using another material, such as paper. It merely recommends that when purchasing plastic trash bags, purchase items made from recovered materials.

Website: <http://www.epa.gov/cpg/products/tissue.htm>

"

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 Division of
Director Wage Determinations

Wage Determination No.: 2015-5303
Revision No.: 31
Date Of Last Revision: 5/13/2026

State: Texas

Area: Texas Counties of Edwards, Kinney, Real, Uvalde and Val Verde

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.27
01012 - Accounting Clerk II		18.26
01013 - Accounting Clerk III		20.43
01020 - Administrative Assistant		29.53
01035 - Court Reporter		22.14
01041 - Customer Service Representative I		15.00
01042 - Customer Service Representative II		16.37
01043 - Customer Service Representative III		18.37
01051 - Data Entry Operator I		15.45
01052 - Data Entry Operator II		16.86
01060 - Dispatcher, Motor Vehicle		19.65
01070 - Document Preparation Clerk		16.13
01090 - Duplicating Machine Operator		16.13
01111 - General Clerk I		15.00
01112 - General Clerk II		16.37
01113 - General Clerk III		18.37
01120 - Housing Referral Assistant		22.58
01141 - Messenger Courier		13.14
01191 - Order Clerk I		14.78
01192 - Order Clerk II		16.13
01261 - Personnel Assistant (Employment) I		18.11
01262 - Personnel Assistant (Employment) II		20.26
01263 - Personnel Assistant (Employment) III		22.58
01270 - Production Control Clerk		23.88
01290 - Rental Clerk		17.03
01300 - Scheduler, Maintenance		18.11
01311 - Secretary I		18.11
01312 - Secretary II		20.26
01313 - Secretary III		22.58
01320 - Service Order Dispatcher		17.56
01410 - Supply Technician		29.53
01420 - Survey Worker		18.32
01460 - Switchboard Operator/Receptionist		15.33
01531 - Travel Clerk I		16.13
01532 - Travel Clerk II		17.90
01533 - Travel Clerk III		20.26
01611 - Word Processor I		16.13
01612 - Word Processor II		18.11
01613 - Word Processor III		20.26
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.90
05010 - Automotive Electrician		21.55
05040 - Automotive Glass Installer		20.14
05070 - Automotive Worker		20.14
05110 - Mobile Equipment Servicer		17.43
05130 - Motor Equipment Metal Mechanic		22.90
05160 - Motor Equipment Metal Worker		20.14
05190 - Motor Vehicle Mechanic		22.90
05220 - Motor Vehicle Mechanic Helper		16.21
05250 - Motor Vehicle Upholstery Worker		18.77
05280 - Motor Vehicle Wrecker		20.14
05310 - Painter, Automotive		21.55
05340 - Radiator Repair Specialist		20.14
05370 - Tire Repairer		16.71
05400 - Transmission Repair Specialist		22.90
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.57

07041 - Cook I	14.27
07042 - Cook II	16.48
07070 - Dishwasher	11.90
07130 - Food Service Worker	11.94
07210 - Meat Cutter	18.49
07260 - Waiter/Waitress	11.37
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.18
09040 - Furniture Handler	12.66
09080 - Furniture Refinisher	18.18
09090 - Furniture Refinisher Helper	14.52
09110 - Furniture Repairer, Minor	16.24
09130 - Upholsterer	18.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.30
11060 - Elevator Operator	14.32
11090 - Gardener	19.33
11122 - Housekeeping Aide	14.00
11150 - Janitor	14.00
11210 - Laborer, Grounds Maintenance	15.13
11240 - Maid or Houseman	12.79
11260 - Pruner	13.59
11270 - Tractor Operator	17.95
11330 - Trail Maintenance Worker	15.13
11360 - Window Cleaner	15.59
12000 - Health Occupations	
12010 - Ambulance Driver	17.71
12011 - Breath Alcohol Technician	22.69
12012 - Certified Occupational Therapist Assistant	31.13
12015 - Certified Physical Therapist Assistant	40.27
12020 - Dental Assistant	18.31
12025 - Dental Hygienist	48.75
12030 - EKG Technician	34.38
12035 - Electroneurodiagnostic Technologist	34.38
12040 - Emergency Medical Technician	17.71
12071 - Licensed Practical Nurse I	20.29
12072 - Licensed Practical Nurse II	22.69
12073 - Licensed Practical Nurse III	25.29
12100 - Medical Assistant	17.13
12130 - Medical Laboratory Technician	28.86
12160 - Medical Record Clerk	17.68
12190 - Medical Record Technician	19.78
12195 - Medical Transcriptionist	20.29
12210 - Nuclear Medicine Technologist	49.87
12221 - Nursing Assistant I	14.62
12222 - Nursing Assistant II	16.45
12223 - Nursing Assistant III	17.95
12224 - Nursing Assistant IV	20.15
12235 - Optical Dispenser	22.12
12236 - Optical Technician	20.29
12250 - Pharmacy Technician	21.15
12280 - Phlebotomist	16.68
12305 - Radiologic Technologist	30.89
12311 - Registered Nurse I	25.15
12312 - Registered Nurse II	30.77
12313 - Registered Nurse II, Specialist	30.77
12314 - Registered Nurse III	37.22
12315 - Registered Nurse III, Anesthetist	37.22
12316 - Registered Nurse IV	44.61
12317 - Scheduler (Drug and Alcohol Testing)	28.11
12320 - Substance Abuse Treatment Counselor	24.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.83
13012 - Exhibits Specialist II	24.56
13013 - Exhibits Specialist III	30.05
13041 - Illustrator I	19.83
13042 - Illustrator II	24.56
13043 - Illustrator III	30.05
13047 - Librarian	27.21
13050 - Library Aide/Clerk	14.63
13054 - Library Information Technology Systems Administrator	24.56
13058 - Library Technician	17.47
13061 - Media Specialist I	17.73
13062 - Media Specialist II	19.83
13063 - Media Specialist III	22.10
13071 - Photographer I	17.73
13072 - Photographer II	19.83
13073 - Photographer III	24.56
13074 - Photographer IV	30.05
13075 - Photographer V	36.35
13090 - Technical Order Library Clerk	18.12
13110 - Video Teleconference Technician	17.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.51
14042 - Computer Operator II	17.35
14043 - Computer Operator III	19.35
14044 - Computer Operator IV	21.50
14045 - Computer Operator V	23.80
14071 - Computer Programmer I (see 1)	22.29
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		15.51
14160 - Personal Computer Support Technician		21.50
14170 - System Support Specialist		26.18
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.22
15020 - Aircrew Training Devices Instructor (Rated)		36.56
15030 - Air Crew Training Devices Instructor (Pilot)		43.82
15050 - Computer Based Training Specialist / Instructor		30.22
15060 - Educational Technologist		37.42
15070 - Flight Instructor (Pilot)		43.82
15080 - Graphic Artist		28.17
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.82
15086 - Maintenance Test Pilot, Rotary Wing		43.82
15088 - Non-Maintenance Test/Co-Pilot		43.82
15090 - Technical Instructor		23.02
15095 - Technical Instructor/Course Developer		28.17
15110 - Test Proctor		18.59
15120 - Tutor		18.59
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.49
16030 - Counter Attendant		11.49
16040 - Dry Cleaner		13.94
16070 - Finisher, Flatwork, Machine		11.49
16090 - Presser, Hand		11.49
16110 - Presser, Machine, Drycleaning		11.49
16130 - Presser, Machine, Shirts		11.49
16160 - Presser, Machine, Wearing Apparel, Laundry		11.49
16190 - Sewing Machine Operator		14.72
16220 - Tailor		15.45
16250 - Washer, Machine		12.44
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.29
19040 - Tool And Die Maker		32.85
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.20
21030 - Material Coordinator		23.88
21040 - Material Expediter		23.88
21050 - Material Handling Laborer		15.60
21071 - Order Filler		17.45
21080 - Production Line Worker (Food Processing)		17.20
21110 - Shipping Packer		16.50
21130 - Shipping/Receiving Clerk		16.50
21140 - Store Worker I		13.49
21150 - Stock Clerk		18.19
21210 - Tools And Parts Attendant		17.20
21410 - Warehouse Specialist		17.20
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.63
23019 - Aircraft Logs and Records Technician		27.62
23021 - Aircraft Mechanic I		33.69
23022 - Aircraft Mechanic II		35.63
23023 - Aircraft Mechanic III		37.58
23040 - Aircraft Mechanic Helper		23.84
23050 - Aircraft, Painter		31.70
23060 - Aircraft Servicer		27.62
23070 - Aircraft Survival Flight Equipment Technician		31.70
23080 - Aircraft Worker		29.62
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		29.62
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		33.69
23110 - Appliance Mechanic		26.29
23120 - Bicycle Repairer		21.27
23125 - Cable Splicer		36.61
23130 - Carpenter, Maintenance		21.04
23140 - Carpet Layer		24.57
23160 - Electrician, Maintenance		28.34
23181 - Electronics Technician Maintenance I		31.38
23182 - Electronics Technician Maintenance II		33.59
23183 - Electronics Technician Maintenance III		35.69
23260 - Fabric Worker		22.91
23290 - Fire Alarm System Mechanic		27.94
23310 - Fire Extinguisher Repairer		21.27
23311 - Fuel Distribution System Mechanic		26.48
23312 - Fuel Distribution System Operator		20.15
23370 - General Maintenance Worker		17.92
23380 - Ground Support Equipment Mechanic		33.69
23381 - Ground Support Equipment Servicer		27.62
23382 - Ground Support Equipment Worker		29.62
23391 - Gunsmith I		21.27
23392 - Gunsmith II		24.57
23393 - Gunsmith III		27.94
23410 - Heating, Ventilation And Air-Conditioning Mechanic		24.00
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		25.38

23430 - Heavy Equipment Mechanic	26.79
23440 - Heavy Equipment Operator	22.43
23460 - Instrument Mechanic	27.94
23465 - Laboratory/Shelter Mechanic	26.29
23470 - Laborer	15.60
23510 - Locksmith	26.29
23530 - Machinery Maintenance Mechanic	29.21
23550 - Machinist, Maintenance	26.64
23580 - Maintenance Trades Helper	16.51
23591 - Metrology Technician I	27.94
23592 - Metrology Technician II	29.55
23593 - Metrology Technician III	31.16
23640 - Millwright	27.94
23710 - Office Appliance Repairer	26.29
23760 - Painter, Maintenance	25.54
23790 - Pipefitter, Maintenance	23.59
23810 - Plumber, Maintenance	22.20
23820 - Pseudraulic Systems Mechanic	27.94
23850 - Rigger	27.94
23870 - Scale Mechanic	24.57
23890 - Sheet-Metal Worker, Maintenance	27.94
23910 - Small Engine Mechanic	24.57
23931 - Telecommunications Mechanic I	27.94
23932 - Telecommunications Mechanic II	29.55
23950 - Telephone Lineman	26.84
23960 - Welder, Combination, Maintenance	24.16
23965 - Well Driller	27.94
23970 - Woodcraft Worker	27.94
23980 - Woodworker	21.27
24000 - Personal Needs Occupations	
24550 - Case Manager	18.83
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	13.33
24610 - Chore Aide	11.07
24620 - Family Readiness And Support Services Coordinator	18.83
24630 - Homemaker	18.83
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.14
25040 - Sewage Plant Operator	18.12
25070 - Stationary Engineer	22.14
25190 - Ventilation Equipment Tender	15.65
25210 - Water Treatment Plant Operator	18.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.74
27007 - Baggage Inspector	15.33
27008 - Corrections Officer	22.61
27010 - Court Security Officer	23.70
27030 - Detection Dog Handler	17.15
27040 - Detention Officer	22.61
27070 - Firefighter	24.35
27101 - Guard I	15.33
27102 - Guard II	17.15
27131 - Police Officer I	24.13
27132 - Police Officer II	26.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.85
28042 - Carnival Equipment Repairer	15.98
28043 - Carnival Worker	11.32
28210 - Gate Attendant/Gate Tender	19.14
28310 - Lifeguard	16.58
28350 - Park Attendant (Aide)	21.41
28510 - Recreation Aide/Health Facility Attendant	15.63
28515 - Recreation Specialist	26.52
28630 - Sports Official	17.05
28690 - Swimming Pool Operator	21.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.57
29020 - Hatch Tender	24.57
29030 - Line Handler	24.57
29041 - Stevedore I	22.91
29042 - Stevedore II	26.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 47.86
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 33.00
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 36.34
30021 - Archeological Technician I	17.13
30022 - Archeological Technician II	19.16
30023 - Archeological Technician III	23.40
30030 - Cartographic Technician	23.74
30040 - Civil Engineering Technician	20.21
30051 - Cryogenic Technician I	21.59
30052 - Cryogenic Technician II	23.85
30061 - Drafter/CAD Operator I	17.13
30062 - Drafter/CAD Operator II	19.16
30063 - Drafter/CAD Operator III	21.37
30064 - Drafter/CAD Operator IV	26.29
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.86

30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.75
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	36.63
30090 - Environmental Technician	19.43
30095 - Evidence Control Specialist	21.82
30210 - Laboratory Technician	19.16
30221 - Latent Fingerprint Technician I	21.59
30222 - Latent Fingerprint Technician II	23.85
30240 - Mathematical Technician	23.74
30361 - Paralegal/Legal Assistant I	21.69
30362 - Paralegal/Legal Assistant II	26.86
30363 - Paralegal/Legal Assistant III	32.85
30364 - Paralegal/Legal Assistant IV	39.74
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	23.74
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	24.59
30462 - Technical Writer II	30.08
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	30.41
30492 - Unexploded Ordnance (UXO) Technician II	36.80
30493 - Unexploded Ordnance (UXO) Technician III	44.11
30494 - Unexploded (UXO) Safety Escort	30.41
30495 - Unexploded (UXO) Sweep Personnel	30.41
30501 - Weather Forecaster I	26.29
30502 - Weather Forecaster II	28.09
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.37
30621 - Weather Observer, Senior	(see 2) 23.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	36.80
31020 - Bus Aide	14.06
31030 - Bus Driver	19.32
31043 - Driver Courier	17.00
31260 - Parking and Lot Attendant	12.87
31290 - Shuttle Bus Driver	16.89
31310 - Taxi Driver	14.67
31361 - Truckdriver, Light	18.31
31362 - Truckdriver, Medium	19.70
31363 - Truckdriver, Heavy	24.22
31364 - Truckdriver, Tractor-Trailer	24.22
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.94
99030 - Cashier	13.00
99050 - Desk Clerk	13.20
99095 - Embalmer	30.41
99130 - Flight Follower	30.41
99251 - Laboratory Animal Caretaker I	19.72
99252 - Laboratory Animal Caretaker II	21.21
99260 - Marketing Analyst	35.87
99310 - Mortician	30.41
99410 - Pest Controller	22.84
99510 - Photofinishing Worker	15.98
99710 - Recycling Laborer	18.56
99711 - Recycling Specialist	22.02
99730 - Refuse Collector	16.68
99810 - Sales Clerk	13.59
99820 - School Crossing Guard	15.01
99830 - Survey Party Chief	24.08
99831 - Surveying Aide	16.80
99832 - Surveying Technician	20.07
99840 - Vending Machine Attendant	19.72
99841 - Vending Machine Repairer	24.50
99842 - Vending Machine Repairer Helper	19.72

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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 employee (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))."

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 Division of
Director Wage Determinations

Wage Determination No.: 2015-5301
Revision No.: 31
Date Of Last Revision: 5/13/2026

State: Texas

Area: Texas Counties of Dimmit, La Salle and Zavala

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.27
01012 - Accounting Clerk II		18.26
01013 - Accounting Clerk III		20.43
01020 - Administrative Assistant		29.53
01035 - Court Reporter		20.26
01041 - Customer Service Representative I		15.00
01042 - Customer Service Representative II		16.37
01043 - Customer Service Representative III		18.37
01051 - Data Entry Operator I		15.45
01052 - Data Entry Operator II		16.86
01060 - Dispatcher, Motor Vehicle		18.53
01070 - Document Preparation Clerk		16.13
01090 - Duplicating Machine Operator		16.13
01111 - General Clerk I		15.00
01112 - General Clerk II		16.37
01113 - General Clerk III		18.37
01120 - Housing Referral Assistant		22.58
01141 - Messenger Courier		13.14
01191 - Order Clerk I		14.78
01192 - Order Clerk II		16.13
01261 - Personnel Assistant (Employment) I		18.11
01262 - Personnel Assistant (Employment) II		20.26
01263 - Personnel Assistant (Employment) III		22.58
01270 - Production Control Clerk		23.88
01290 - Rental Clerk		17.03
01300 - Scheduler, Maintenance		18.11
01311 - Secretary I		18.11
01312 - Secretary II		20.26
01313 - Secretary III		22.58
01320 - Service Order Dispatcher		16.57
01410 - Supply Technician		29.53
01420 - Survey Worker		17.40
01460 - Switchboard Operator/Receptionist		15.33
01531 - Travel Clerk I		16.13
01532 - Travel Clerk II		17.90
01533 - Travel Clerk III		20.26
01611 - Word Processor I		16.13
01612 - Word Processor II		18.11
01613 - Word Processor III		20.26
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.10
05010 - Automotive Electrician		21.55
05040 - Automotive Glass Installer		20.14
05070 - Automotive Worker		20.14
05110 - Mobile Equipment Servicer		17.43
05130 - Motor Equipment Metal Mechanic		22.90
05160 - Motor Equipment Metal Worker		20.14
05190 - Motor Vehicle Mechanic		22.90
05220 - Motor Vehicle Mechanic Helper		16.21
05250 - Motor Vehicle Upholstery Worker		18.77
05280 - Motor Vehicle Wrecker		20.14
05310 - Painter, Automotive		21.55
05340 - Radiator Repair Specialist		20.14
05370 - Tire Repairer		16.71
05400 - Transmission Repair Specialist		22.90
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.57
07041 - Cook I		14.27

07042 - Cook II	16.48
07070 - Dishwasher	11.90
07130 - Food Service Worker	11.94
07210 - Meat Cutter	17.16
07260 - Waiter/Waitress	11.37
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.18
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	17.18
09090 - Furniture Refinisher Helper	12.91
09110 - Furniture Repairer, Minor	14.96
09130 - Upholsterer	17.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.30
11060 - Elevator Operator	14.32
11090 - Gardener	19.33
11122 - Housekeeping Aide	14.00
11150 - Janitor	14.00
11210 - Laborer, Grounds Maintenance	15.13
11240 - Maid or Houseman	12.79
11260 - Pruner	13.59
11270 - Tractor Operator	17.95
11330 - Trail Maintenance Worker	15.13
11360 - Window Cleaner	15.59
12000 - Health Occupations	
12010 - Ambulance Driver	17.71
12011 - Breath Alcohol Technician	22.69
12012 - Certified Occupational Therapist Assistant	31.13
12015 - Certified Physical Therapist Assistant	40.27
12020 - Dental Assistant	18.31
12025 - Dental Hygienist	48.75
12030 - EKG Technician	34.38
12035 - Electroneurodiagnostic Technologist	34.38
12040 - Emergency Medical Technician	17.71
12071 - Licensed Practical Nurse I	20.29
12072 - Licensed Practical Nurse II	22.69
12073 - Licensed Practical Nurse III	25.29
12100 - Medical Assistant	17.13
12130 - Medical Laboratory Technician	27.98
12160 - Medical Record Clerk	17.68
12190 - Medical Record Technician	19.78
12195 - Medical Transcriptionist	20.29
12210 - Nuclear Medicine Technologist	49.87
12221 - Nursing Assistant I	14.62
12222 - Nursing Assistant II	16.45
12223 - Nursing Assistant III	17.95
12224 - Nursing Assistant IV	20.15
12235 - Optical Dispenser	22.12
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	21.15
12280 - Phlebotomist	16.68
12305 - Radiologic Technologist	30.89
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II, Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III, Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	28.11
12320 - Substance Abuse Treatment Counselor	24.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.83
13012 - Exhibits Specialist II	24.56
13013 - Exhibits Specialist III	30.05
13041 - Illustrator I	19.83
13042 - Illustrator II	24.56
13043 - Illustrator III	30.05
13047 - Librarian	27.21
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	24.56
13058 - Library Technician	16.22
13061 - Media Specialist I	17.73
13062 - Media Specialist II	19.83
13063 - Media Specialist III	22.10
13071 - Photographer I	17.73
13072 - Photographer II	19.83
13073 - Photographer III	24.56
13074 - Photographer IV	30.05
13075 - Photographer V	36.35
13090 - Technical Order Library Clerk	18.12
13110 - Video Teleconference Technician	17.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.38
14042 - Computer Operator II	13.85
14043 - Computer Operator III	15.48
14044 - Computer Operator IV	17.27
14045 - Computer Operator V	19.18
14071 - Computer Programmer I	(see 1) 19.12
14072 - Computer Programmer II	(see 1) 22.69
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		12.68
14160 - Personal Computer Support Technician		17.27
14170 - System Support Specialist		25.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.22
15020 - Aircrew Training Devices Instructor (Rated)		36.56
15030 - Air Crew Training Devices Instructor (Pilot)		43.82
15050 - Computer Based Training Specialist / Instructor		30.22
15060 - Educational Technologist		37.42
15070 - Flight Instructor (Pilot)		43.82
15080 - Graphic Artist		25.98
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.82
15086 - Maintenance Test Pilot, Rotary Wing		43.82
15088 - Non-Maintenance Test/Co-Pilot		43.82
15090 - Technical Instructor		22.40
15095 - Technical Instructor/Course Developer		25.98
15110 - Test Proctor		16.56
15120 - Tutor		16.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.49
16030 - Counter Attendant		11.49
16040 - Dry Cleaner		13.94
16070 - Finisher, Flatwork, Machine		11.49
16090 - Presser, Hand		11.49
16110 - Presser, Machine, Drycleaning		11.49
16130 - Presser, Machine, Shirts		11.49
16160 - Presser, Machine, Wearing Apparel, Laundry		11.49
16190 - Sewing Machine Operator		14.72
16220 - Tailor		15.45
16250 - Washer, Machine		12.44
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.29
19040 - Tool And Die Maker		32.85
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.20
21030 - Material Coordinator		23.88
21040 - Material Expediter		23.88
21050 - Material Handling Laborer		15.60
21071 - Order Filler		17.45
21080 - Production Line Worker (Food Processing)		17.20
21110 - Shipping Packer		16.50
21130 - Shipping/Receiving Clerk		16.50
21140 - Store Worker I		13.49
21150 - Stock Clerk		18.19
21210 - Tools And Parts Attendant		17.20
21410 - Warehouse Specialist		17.20
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.63
23019 - Aircraft Logs and Records Technician		27.62
23021 - Aircraft Mechanic I		33.69
23022 - Aircraft Mechanic II		35.63
23023 - Aircraft Mechanic III		37.58
23040 - Aircraft Mechanic Helper		23.84
23050 - Aircraft, Painter		31.70
23060 - Aircraft Servicer		27.62
23070 - Aircraft Survival Flight Equipment Technician		31.70
23080 - Aircraft Worker		29.62
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		29.62
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		33.69
23110 - Appliance Mechanic		26.29
23120 - Bicycle Repairer		21.27
23125 - Cable Splicer		36.61
23130 - Carpenter, Maintenance		21.04
23140 - Carpet Layer		24.57
23160 - Electrician, Maintenance		28.34
23181 - Electronics Technician Maintenance I		31.38
23182 - Electronics Technician Maintenance II		33.59
23183 - Electronics Technician Maintenance III		35.69
23260 - Fabric Worker		22.91
23290 - Fire Alarm System Mechanic		27.94
23310 - Fire Extinguisher Repairer		21.27
23311 - Fuel Distribution System Mechanic		26.48
23312 - Fuel Distribution System Operator		20.15
23370 - General Maintenance Worker		17.92
23380 - Ground Support Equipment Mechanic		33.69
23381 - Ground Support Equipment Servicer		27.62
23382 - Ground Support Equipment Worker		29.62
23391 - Gunsmith I		21.27
23392 - Gunsmith II		24.57
23393 - Gunsmith III		27.94
23410 - Heating, Ventilation And Air-Conditioning Mechanic		24.00
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		25.38
23430 - Heavy Equipment Mechanic		26.79

23440 - Heavy Equipment Operator	22.43
23460 - Instrument Mechanic	27.94
23465 - Laboratory/Shelter Mechanic	26.29
23470 - Laborer	15.60
23510 - Locksmith	26.29
23530 - Machinery Maintenance Mechanic	29.21
23550 - Machinist, Maintenance	26.09
23580 - Maintenance Trades Helper	16.51
23591 - Metrology Technician I	27.94
23592 - Metrology Technician II	29.55
23593 - Metrology Technician III	31.16
23640 - Millwright	27.94
23710 - Office Appliance Repairer	26.29
23760 - Painter, Maintenance	25.54
23790 - Pipefitter, Maintenance	22.63
23810 - Plumber, Maintenance	21.30
23820 - Pneudraulic Systems Mechanic	27.94
23850 - Rigger	27.94
23870 - Scale Mechanic	24.57
23890 - Sheet-Metal Worker, Maintenance	27.94
23910 - Small Engine Mechanic	24.57
23931 - Telecommunications Mechanic I	27.94
23932 - Telecommunications Mechanic II	29.55
23950 - Telephone Lineman	26.84
23960 - Welder, Combination, Maintenance	24.12
23965 - Well Driller	27.94
23970 - Woodcraft Worker	27.94
23980 - Woodworker	21.27
24000 - Personal Needs Occupations	
24550 - Case Manager	18.83
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	13.33
24610 - Chore Aide	11.07
24620 - Family Readiness And Support Services Coordinator	18.83
24630 - Homemaker	18.83
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.14
25040 - Sewage Plant Operator	17.71
25070 - Stationary Engineer	22.14
25190 - Ventilation Equipment Tender	15.65
25210 - Water Treatment Plant Operator	17.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.74
27007 - Baggage Inspector	15.33
27008 - Corrections Officer	22.61
27010 - Court Security Officer	23.70
27030 - Detection Dog Handler	17.15
27040 - Detention Officer	22.61
27070 - Firefighter	24.35
27101 - Guard I	15.33
27102 - Guard II	17.15
27131 - Police Officer I	24.13
27132 - Police Officer II	26.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.85
28042 - Carnival Equipment Repairer	15.98
28043 - Carnival Worker	11.32
28210 - Gate Attendant/Gate Tender	19.14
28310 - Lifeguard	16.58
28350 - Park Attendant (Aide)	21.41
28510 - Recreation Aide/Health Facility Attendant	15.63
28515 - Recreation Specialist	26.52
28630 - Sports Official	17.05
28690 - Swimming Pool Operator	21.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.57
29020 - Hatch Tender	24.57
29030 - Line Handler	24.57
29041 - Stevedore I	22.91
29042 - Stevedore II	26.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 47.86
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 33.00
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 36.34
30021 - Archeological Technician I	13.92
30022 - Archeological Technician II	14.74
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	18.14
30051 - Cryogenic Technician I	21.59
30052 - Cryogenic Technician II	23.85
30061 - Drafter/CAD Operator I	13.11
30062 - Drafter/CAD Operator II	14.64
30063 - Drafter/CAD Operator III	16.36
30064 - Drafter/CAD Operator IV	18.60
30081 - Engineering Technician I	12.25
30082 - Engineering Technician II	13.77
30083 - Engineering Technician III	15.38

30084 - Engineering Technician IV	19.08
30085 - Engineering Technician V	22.36
30086 - Engineering Technician VI	27.40
30090 - Environmental Technician	19.00
30095 - Evidence Control Specialist	18.96
30210 - Laboratory Technician	16.36
30221 - Latent Fingerprint Technician I	21.59
30222 - Latent Fingerprint Technician II	23.85
30240 - Mathematical Technician	18.17
30361 - Paralegal/Legal Assistant I	21.69
30362 - Paralegal/Legal Assistant II	26.86
30363 - Paralegal/Legal Assistant III	32.85
30364 - Paralegal/Legal Assistant IV	39.74
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	18.17
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	18.17
30462 - Technical Writer II	20.91
30463 - Technical Writer III	24.95
30491 - Unexploded Ordnance (UXO) Technician I	30.41
30492 - Unexploded Ordnance (UXO) Technician II	36.80
30493 - Unexploded Ordnance (UXO) Technician III	44.11
30494 - Unexploded (UXO) Safety Escort	30.41
30495 - Unexploded (UXO) Sweep Personnel	30.41
30501 - Weather Forecaster I	21.59
30502 - Weather Forecaster II	26.26
30620 - Weather Observer, Combined Upper Air Or	
Surface Programs (see 2)	16.36
30621 - Weather Observer, Senior (see 2)	18.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	36.80
31020 - Bus Aide	14.06
31030 - Bus Driver	19.32
31043 - Driver Courier	16.74
31260 - Parking and Lot Attendant	12.87
31290 - Shuttle Bus Driver	16.73
31310 - Taxi Driver	12.38
31361 - Truckdriver, Light	18.04
31362 - Truckdriver, Medium	19.45
31363 - Truckdriver, Heavy	24.22
31364 - Truckdriver, Tractor-Trailer	24.22
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.94
99030 - Cashier	13.00
99050 - Desk Clerk	13.20
99095 - Embalmer	30.41
99130 - Flight Follower	30.41
99251 - Laboratory Animal Caretaker I	19.72
99252 - Laboratory Animal Caretaker II	21.21
99260 - Marketing Analyst	35.87
99310 - Mortician	30.41
99410 - Pest Controller	22.84
99510 - Photofinishing Worker	15.98
99710 - Recycling Laborer	18.56
99711 - Recycling Specialist	22.02
99730 - Refuse Collector	16.68
99810 - Sales Clerk	13.59
99820 - School Crossing Guard	15.01
99830 - Survey Party Chief	23.99
99831 - Surveying Aide	16.31
99832 - Surveying Technician	20.07
99840 - Vending Machine Attendant	19.72
99841 - Vending Machine Repairer	24.50
99842 - Vending Machine Repairer Helper	19.72

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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 employee (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))."

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5251 Revision No.: 29 Date Of Last Revision: 5/13/2026

State: Texas

Area: Texas Counties of Irion and Tom Green

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.71
01012 - Accounting Clerk II		17.64
01013 - Accounting Clerk III		19.73
01020 - Administrative Assistant		29.66
01035 - Court Reporter		21.01
01041 - Customer Service Representative I		15.37
01042 - Customer Service Representative II		16.77
01043 - Customer Service Representative III		18.82
01051 - Data Entry Operator I		15.32
01052 - Data Entry Operator II		16.72
01060 - Dispatcher, Motor Vehicle		20.20
01070 - Document Preparation Clerk		16.73
01090 - Duplicating Machine Operator		16.73
01111 - General Clerk I		14.99
01112 - General Clerk II		16.36
01113 - General Clerk III		18.36
01120 - Housing Referral Assistant		23.41
01141 - Messenger Courier		13.63
01191 - Order Clerk I		15.33
01192 - Order Clerk II		17.15
01261 - Personnel Assistant (Employment) I		18.78
01262 - Personnel Assistant (Employment) II		21.01
01263 - Personnel Assistant (Employment) III		23.41
01270 - Production Control Clerk		22.82
01290 - Rental Clerk		15.45
01300 - Scheduler, Maintenance		18.78
01311 - Secretary I		18.78
01312 - Secretary II		21.01
01313 - Secretary III		23.41
01320 - Service Order Dispatcher		18.05
01410 - Supply Technician		29.66
01420 - Survey Worker		21.01
01460 - Switchboard Operator/Receptionist		13.92
01531 - Travel Clerk I		16.25
01532 - Travel Clerk II		17.45
01533 - Travel Clerk III		18.91
01611 - Word Processor I		16.73
01612 - Word Processor II		18.78
01613 - Word Processor III		21.01
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.81
05010 - Automotive Electrician		21.88
05040 - Automotive Glass Installer		20.48
05070 - Automotive Worker		20.48
05110 - Mobile Equipment Servicer		17.73
05130 - Motor Equipment Metal Mechanic		23.36
05160 - Motor Equipment Metal Worker		20.48
05190 - Motor Vehicle Mechanic		23.54
05220 - Motor Vehicle Mechanic Helper		16.38
05250 - Motor Vehicle Upholstery Worker		19.13
05280 - Motor Vehicle Wrecker		20.48
05310 - Painter, Automotive		21.88
05340 - Radiator Repair Specialist		20.48
05370 - Tire Repairer		16.23
05400 - Transmission Repair Specialist		23.36
07000 - Food Preparation And Service Occupations		
07010 - Baker		15.11
07041 - Cook I		14.89

07042 - Cook II	17.28
07070 - Dishwasher	12.44
07130 - Food Service Worker	12.98
07210 - Meat Cutter	21.54
07260 - Waiter/Waitress	11.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.07
09040 - Furniture Handler	13.51
09080 - Furniture Refinisher	22.07
09090 - Furniture Refinisher Helper	16.40
09110 - Furniture Repairer, Minor	19.14
09130 - Upholsterer	22.07
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.83
11060 - Elevator Operator	13.92
11090 - Gardener	20.21
11122 - Housekeeping Aide	13.92
11150 - Janitor	13.92
11210 - Laborer, Grounds Maintenance	15.37
11240 - Maid or Houseman	12.71
11260 - Pruner	14.13
11270 - Tractor Operator	18.66
11330 - Trail Maintenance Worker	15.37
11360 - Window Cleaner	15.14
12000 - Health Occupations	
12010 - Ambulance Driver	24.55
12011 - Breath Alcohol Technician	24.55
12012 - Certified Occupational Therapist Assistant	33.68
12015 - Certified Physical Therapist Assistant	35.13
12020 - Dental Assistant	17.62
12025 - Dental Hygienist	39.34
12030 - EKG Technician	37.19
12035 - Electroneurodiagnostic Technologist	37.19
12040 - Emergency Medical Technician	24.55
12071 - Licensed Practical Nurse I	21.95
12072 - Licensed Practical Nurse II	24.55
12073 - Licensed Practical Nurse III	27.36
12100 - Medical Assistant	17.50
12130 - Medical Laboratory Technician	22.00
12160 - Medical Record Clerk	19.02
12190 - Medical Record Technician	21.28
12195 - Medical Transcriptionist	21.95
12210 - Nuclear Medicine Technologist	53.95
12221 - Nursing Assistant I	13.50
12222 - Nursing Assistant II	15.19
12223 - Nursing Assistant III	16.58
12224 - Nursing Assistant IV	18.61
12235 - Optical Dispenser	19.40
12236 - Optical Technician	21.95
12250 - Pharmacy Technician	20.11
12280 - Phlebotomist	27.06
12305 - Radiologic Technologist	34.21
12311 - Registered Nurse I	25.24
12312 - Registered Nurse II	30.87
12313 - Registered Nurse II, Specialist	30.87
12314 - Registered Nurse III	37.35
12315 - Registered Nurse III, Anesthetist	37.35
12316 - Registered Nurse IV	44.77
12317 - Scheduler (Drug and Alcohol Testing)	30.41
12320 - Substance Abuse Treatment Counselor	29.18
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.67
13012 - Exhibits Specialist II	25.60
13013 - Exhibits Specialist III	31.31
13041 - Illustrator I	22.36
13042 - Illustrator II	27.34
13043 - Illustrator III	31.31
13047 - Librarian	22.14
13050 - Library Aide/Clerk	22.36
13054 - Library Information Technology Systems Administrator	23.77
13058 - Library Technician	20.66
13061 - Media Specialist I	18.47
13062 - Media Specialist II	20.67
13063 - Media Specialist III	23.05
13071 - Photographer I	18.81
13072 - Photographer II	20.66
13073 - Photographer III	25.60
13074 - Photographer IV	31.31
13075 - Photographer V	37.88
13090 - Technical Order Library Clerk	20.66
13110 - Video Teleconference Technician	18.48
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.86
14042 - Computer Operator II	22.21
14043 - Computer Operator III	24.77
14044 - Computer Operator IV	27.52
14045 - Computer Operator V	30.48
14071 - Computer Programmer I	(see 1) 22.25
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		19.86
14160 - Personal Computer Support Technician		27.52
14170 - System Support Specialist		30.48
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.59
15020 - Aircrew Training Devices Instructor (Rated)		39.42
15030 - Air Crew Training Devices Instructor (Pilot)		47.25
15050 - Computer Based Training Specialist / Instructor		32.59
15060 - Educational Technologist		38.72
15070 - Flight Instructor (Pilot)		47.25
15080 - Graphic Artist		21.60
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.25
15086 - Maintenance Test Pilot, Rotary Wing		47.25
15088 - Non-Maintenance Test/Co-Pilot		47.25
15090 - Technical Instructor		21.30
15095 - Technical Instructor/Course Developer		26.05
15110 - Test Proctor		18.52
15120 - Tutor		18.52
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		14.40
16030 - Counter Attendant		14.40
16040 - Dry Cleaner		16.47
16070 - Finisher, Flatwork, Machine		14.40
16090 - Presser, Hand		14.40
16110 - Presser, Machine, Drycleaning		14.40
16130 - Presser, Machine, Shirts		14.40
16160 - Presser, Machine, Wearing Apparel, Laundry		14.40
16190 - Sewing Machine Operator		17.16
16220 - Tailor		17.85
16250 - Washer, Machine		15.09
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.87
19040 - Tool And Die Maker		30.24
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.78
21030 - Material Coordinator		22.82
21040 - Material Expediter		22.82
21050 - Material Handling Laborer		15.47
21071 - Order Filler		17.34
21080 - Production Line Worker (Food Processing)		20.78
21110 - Shipping Packer		17.28
21130 - Shipping/Receiving Clerk		17.28
21140 - Store Worker I		13.71
21150 - Stock Clerk		17.39
21210 - Tools And Parts Attendant		20.78
21410 - Warehouse Specialist		20.78
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.40
23019 - Aircraft Logs and Records Technician		22.65
23021 - Aircraft Mechanic I		28.69
23022 - Aircraft Mechanic II		30.40
23023 - Aircraft Mechanic III		32.10
23040 - Aircraft Mechanic Helper		20.22
23050 - Aircraft, Painter		26.11
23060 - Aircraft Servicer		22.65
23070 - Aircraft Survival Flight Equipment Technician		26.11
23080 - Aircraft Worker		24.28
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.28
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		28.69
23110 - Appliance Mechanic		23.87
23120 - Bicycle Repairer		19.23
23125 - Cable Splicer		30.17
23130 - Carpenter, Maintenance		20.77
23140 - Carpet Layer		22.30
23160 - Electrician, Maintenance		22.89
23181 - Electronics Technician Maintenance I		22.59
23182 - Electronics Technician Maintenance II		24.19
23183 - Electronics Technician Maintenance III		25.86
23260 - Fabric Worker		20.70
23290 - Fire Alarm System Mechanic		23.30
23310 - Fire Extinguisher Repairer		19.23
23311 - Fuel Distribution System Mechanic		24.75
23312 - Fuel Distribution System Operator		19.11
23370 - General Maintenance Worker		18.43
23380 - Ground Support Equipment Mechanic		28.69
23381 - Ground Support Equipment Servicer		22.65
23382 - Ground Support Equipment Worker		24.28
23391 - Gunsmith I		19.23
23392 - Gunsmith II		22.30
23393 - Gunsmith III		25.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic		24.40
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		25.95
23430 - Heavy Equipment Mechanic		28.27

23440 - Heavy Equipment Operator	22.42
23460 - Instrument Mechanic	25.53
23465 - Laboratory/Shelter Mechanic	23.87
23470 - Laborer	15.47
23510 - Locksmith	23.87
23530 - Machinery Maintenance Mechanic	25.04
23550 - Machinist, Maintenance	22.97
23580 - Maintenance Trades Helper	14.93
23591 - Metrology Technician I	25.53
23592 - Metrology Technician II	27.15
23593 - Metrology Technician III	28.69
23640 - Millwright	25.53
23710 - Office Appliance Repairer	21.65
23760 - Painter, Maintenance	20.10
23790 - Pipefitter, Maintenance	25.01
23810 - Plumber, Maintenance	23.39
23820 - Pseudraulic Systems Mechanic	25.53
23850 - Rigger	25.53
23870 - Scale Mechanic	22.30
23890 - Sheet-Metal Worker, Maintenance	25.53
23910 - Small Engine Mechanic	22.30
23931 - Telecommunications Mechanic I	25.64
23932 - Telecommunications Mechanic II	27.26
23950 - Telephone Lineman	25.80
23960 - Welder, Combination, Maintenance	23.09
23965 - Well Driller	25.53
23970 - Woodcraft Worker	25.53
23980 - Woodworker	19.23
24000 - Personal Needs Occupations	
24550 - Case Manager	19.98
24570 - Child Care Attendant	11.66
24580 - Child Care Center Clerk	14.54
24610 - Chore Aide	11.56
24620 - Family Readiness And Support Services Coordinator	19.98
24630 - Homemaker	19.98
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.22
25040 - Sewage Plant Operator	19.84
25070 - Stationary Engineer	21.22
25190 - Ventilation Equipment Tender	14.74
25210 - Water Treatment Plant Operator	19.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.07
27007 - Baggage Inspector	16.32
27008 - Corrections Officer	25.75
27010 - Court Security Officer	25.75
27030 - Detection Dog Handler	18.26
27040 - Detention Officer	25.75
27070 - Firefighter	25.75
27101 - Guard I	16.32
27102 - Guard II	18.26
27131 - Police Officer I	28.33
27132 - Police Officer II	31.49
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.03
28042 - Carnival Equipment Repairer	16.28
28043 - Carnival Worker	11.38
28210 - Gate Attendant/Gate Tender	18.20
28310 - Lifeguard	15.57
28350 - Park Attendant (Aide)	20.36
28510 - Recreation Aide/Health Facility Attendant	14.86
28515 - Recreation Specialist	25.22
28630 - Sports Official	16.22
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.30
29020 - Hatch Tender	22.30
29030 - Line Handler	22.30
29041 - Stevedore I	20.70
29042 - Stevedore II	23.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 34.99
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	26.81
30051 - Cryogenic Technician I	25.68
30052 - Cryogenic Technician II	28.36
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.90
30083 - Engineering Technician III	18.91

30084 - Engineering Technician IV	23.43
30085 - Engineering Technician V	28.66
30086 - Engineering Technician VI	34.67
30090 - Environmental Technician	23.18
30095 - Evidence Control Specialist	23.18
30210 - Laboratory Technician	20.86
30221 - Latent Fingerprint Technician I	25.68
30222 - Latent Fingerprint Technician II	28.36
30240 - Mathematical Technician	23.18
30361 - Paralegal/Legal Assistant I	22.69
30362 - Paralegal/Legal Assistant II	28.11
30363 - Paralegal/Legal Assistant III	34.39
30364 - Paralegal/Legal Assistant IV	41.61
30375 - Petroleum Supply Specialist	28.36
30390 - Photo-Optics Technician	23.18
30395 - Radiation Control Technician	28.36
30461 - Technical Writer I	23.18
30462 - Technical Writer II	28.36
30463 - Technical Writer III	34.31
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	25.68
30502 - Weather Forecaster II	31.23
30620 - Weather Observer, Combined Upper Air Or	
Surface Programs (see 2)	20.86
30621 - Weather Observer, Senior (see 2)	23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	15.45
31030 - Bus Driver	21.88
31043 - Driver Courier	18.50
31260 - Parking and Lot Attendant	13.87
31290 - Shuttle Bus Driver	16.03
31310 - Taxi Driver	13.18
31361 - Truckdriver, Light	20.04
31362 - Truckdriver, Medium	21.58
31363 - Truckdriver, Heavy	22.95
31364 - Truckdriver, Tractor-Trailer	22.95
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27
99030 - Cashier	12.54
99050 - Desk Clerk	15.25
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	19.07
99252 - Laboratory Animal Caretaker II	20.66
99260 - Marketing Analyst	26.25
99310 - Mortician	29.28
99410 - Pest Controller	22.25
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	15.71
99711 - Recycling Specialist	19.07
99730 - Refuse Collector	14.44
99810 - Sales Clerk	13.98
99820 - School Crossing Guard	14.44
99830 - Survey Party Chief	20.24
99831 - Surveying Aide	14.10
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	19.07
99841 - Vending Machine Repairer	23.96
99842 - Vending Machine Repairer Helper	19.07

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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 employee (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))."