### SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
<th>7. FOR SOLICITATION INFORMATION CALL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NB193000-18-01703</td>
<td></td>
<td></td>
<td></td>
<td>SB134118RQ0290</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. OFFER DUE DATE/LOCAL TIME</th>
<th>9. ISSUED BY CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAR 30, 2018 12:00 PM ET</td>
<td>000SB</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. THIS ACQUISITION IS</th>
<th>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNRESTRICTED OR</td>
<td>SEE SCHEDULE</td>
</tr>
<tr>
<td>SMALL BUSINESS</td>
<td></td>
</tr>
<tr>
<td>WOMEN-OWNED SMALL BUSINESS</td>
<td></td>
</tr>
<tr>
<td>(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM</td>
<td></td>
</tr>
<tr>
<td>HUBZONE SMALL BUSINESS</td>
<td></td>
</tr>
<tr>
<td>SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS</td>
<td></td>
</tr>
<tr>
<td>8 (A)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. DISCOUNT TERMS</th>
<th>13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. METHOD OF SOLICITATION</th>
<th>15. DELIVER TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ</td>
<td>See Schedule</td>
</tr>
<tr>
<td>IFB</td>
<td></td>
</tr>
<tr>
<td>RFP</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. ADMINISTERED BY CODE</th>
<th>17a CONTRACTOR/OFFEROR CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FACILITY CODE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18a. PAYMENT WILL BE MADE BY CODE</th>
<th>19. ITEM NO.</th>
<th>20. SCHEDULE OF SUPPLIES/SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please see continuation page for line item details.

(Reverse and/or Attach Additional Sheets as Necessary)

<table>
<thead>
<tr>
<th>21. QUANTITY</th>
<th>22. UNIT</th>
<th>23. UNIT PRICE</th>
<th>24. AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

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

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

29. AWARD OF CONTRACT: REF. OFFER DATE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30c. DATE SIGNED

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

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

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212
|-------------|----------------------------------|--------------|---------|---------------|-----------|

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

- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY

42b. RECEIVED AT

42c. DATE REC'D

42d. TOTAL CONTAINERS
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>OFPM WO #:18W7250-00</td>
<td>1.00</td>
<td>JB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Perform facade restoration repairs at the B-Wing of Building 235 in accordance with the attached statement of work.

PR NUMBER: NB193000-18-01703
DELIVERY DATE: 05/01/2018
SHIP TO:
   NATIONAL INST OF STDS AND TECHNOLOGY
   BUILDING 301 SHIPPING AND RECEIVING
   100 BUREAU DRIVE
   GAITHERSBURG MD 20899-0001
FOB : Destination
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Work</td>
<td>5</td>
</tr>
<tr>
<td>Evaluation Criteria</td>
<td>8</td>
</tr>
<tr>
<td>52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)</td>
<td>8</td>
</tr>
<tr>
<td>52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)</td>
<td>11</td>
</tr>
<tr>
<td>52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017)</td>
<td>11</td>
</tr>
<tr>
<td>52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017)</td>
<td>20</td>
</tr>
<tr>
<td>52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2018)</td>
<td>24</td>
</tr>
<tr>
<td>1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)</td>
<td>27</td>
</tr>
<tr>
<td>1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)</td>
<td>28</td>
</tr>
<tr>
<td>1352.233-70 AGENCY PROTESTS (APR 2010)</td>
<td>28</td>
</tr>
<tr>
<td>1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)</td>
<td>28</td>
</tr>
<tr>
<td>1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)</td>
<td>29</td>
</tr>
<tr>
<td>52.232-99 DEVPROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS CONTRACTORS (AUG 2012)</td>
<td>29</td>
</tr>
<tr>
<td>NIST LOCAL-04BILLING INSTRUCTIONS</td>
<td>29</td>
</tr>
<tr>
<td>NIST LOCAL-53CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS</td>
<td>29</td>
</tr>
<tr>
<td>Wage Determination</td>
<td>31</td>
</tr>
</tbody>
</table>
Building 235 B-Wing Façade Restoration

Statement of Work (SOW)

Background
The B-Wing of Building 235 has existing windows in a brick façade wall that are leaking. In the B-Wing, there are ten (10) double and two (2) single metal framed fixed windows. Each window jamb is located at a vertical expansion joint. There are ten (10) additional vertical expansion joints in the brick façade of the B-Wing. There is also a leak below the northeast corner of the C-Wing.

Objectives
After observation and analysis of the existing conditions of the B-Wing façade, NIST has decided the best course of action is to restore the façade. This shall include removing and replacing the sealant around each window (including the center mullion joint of each double window), the glazing around each window pane, ten (10) full height vertical expansion joints, and drill out and replace all 350 existing weep vents. To address the C-Wing corner leak, the sealant at the northeast exterior corner joint shall be removed and replaced.

Scope
Contractor shall provide all parts, labor, tools, equipment, materials, supplies, transportation, supervision, administration, management, and incidentals necessary to accomplish the façade restoration at the B-Wing of Building 235, located at NIST Gaithersburg, Maryland campus. All work shall be performed in compliance with OSHA standards, the current edition of the International Building Code (IBC), and the manufacturer’s recommendations.

Tasks
The following is a list of tasks necessary to restore the B-Wing façade of Building 235 and stop the leak at the northeast corner of the C-Wing. This list is not an all-inclusive list of every sub-task necessary, but is intended to document the more major tasks necessary for bidding purposes. Please refer to the attached façade restoration drawings for additional information.

1. Completely remove existing sealant and window glazing compound/putty (cap bead) from around all windows, doors, and expansion joints of the B-Wing. Total length to be removed is 1,005 linear feet of sealant and 725 linear feet of window glazing compound/putty (cap bead).
2. Completely remove existing sealant from the northeast corner of the C-Wing. The joint to be restored is 45 feet tall and starts at the roof of the B-Wing and goes up to the roof of the C-Wing.
3. Clean and prepare all joints where existing sealant was removed per new sealant manufacturer’s recommendations. Install foam backer rod as necessary to maintain a minimum ½” depth of sealant in the joint. Prime surfaces as required by new sealant manufacturer.
4. Install new ½” deep Tremco Spectrem 2 sealant, or approved equal, in all brick expansion joints and metal to brick joints per manufacturer’s recommendations.
5. Install new Tremco Proglaze sealant, or approved equal, at metal to metal double window center mullion joint and cap beads.

Requirements
1. The Contractor shall have a Job Foreman on site at all times any work is being performed. The Job Foreman shall be a certified installer, by the manufacturer, for the sealants being used. Acceptable documentation of meeting this requirements is to:
   a. Provide verification of employment and individual’s installation certifications.
2. All materials shall be installed per manufacturer’s recommendations.
3. Contractor shall provide a proposed construction schedule, with task durations, and include it with their technical proposal. Assume a Notice to Proceed date of May 1, 2018.

4. The Contractor shall issue a guarantee against defective workmanship and materials for a period of one (1) year. The period of performance shall begin upon project completion and Owner acceptance and is effective upon complete payment.

Deliverables
The Contractor shall submit all deliverables to:

National Institute of Standards and Technology
100 Bureau Drive
Building 301, Room A125
Gaithersburg, MD 20899
Attn: Adam V. Yuhas, Technical Representative
Or Email to: Adam.Yuhas@NIST.gov

(1) Health and safety plan – shall be submitted within seven (7) calendar days after award.
(2) Yellow/Green Badge Applications and/or Foreign Visitor Form – Shall be submitted within seven (7) calendar days after award. (see attachments)
(3) Security Requirements Form – Shall be submitted within seven (7) calendar days for all contractor employees who need a Green Badge only.
(4) Insurance Certificate – shall be submitted within ten (10) calendar days after award.

Place of Performance
The National Institute of Standards and Technology at its main campus located at 100 Bureau Drive, Gaithersburg, Maryland.

Period of Performance
The Contractor shall have a maximum of ninety (90) calendar days from the date of notice to proceed to complete all necessary work.

Badging
The contractor is required to submit completed Visitor Pass (Yellow Badge) applications for all employees who require access to NIST for this project, who don’t already have a valid NIST badge. All Visitor Pass applicants must submit a completed DN-52 form to the COR. If the applicant is a Permanent Resident, they will need to attach a copy of their Permanent Resident Card (a.k.a. Green Card) to the DN-52 form. If the applicant is in the U.S. on a work visa, they will need to attach a completed NIST-1260 form to the DN-52 form. For employees that will be performing work inside a building, a NIST Site Badge will be required. The contractor is required to submit a completed Site Badge Application to the COR.

Security
NIST is a Federal facility and access is controlled at all entrances to the campus. Only Government employees may grant access to non-Government employees. All non-Government employees must be registered with security prior to site access. Contractor shall notify COR a minimum of 72 hours prior to site access. Contractor shall provide COR with first and last names, country of citizenship, and whether the individual has a permanent resident card, (a.k.a. Green Card), of all personnel requiring site access. If any individuals are here on a work visa, they will need to complete a NIST 1260 form and return to the COR. Please refer to the following web site for additional Visitor Information http://www.nist.gov/public_affairs/visitor/

Automobile & Personnel Access:
Contractor personnel arriving in cars on their first day must check in at the visitor center to receive a temporary paper badge prior to proceeding to the project site. Hours of operation of the visitor center are 0600-1700. Once in
possession of a valid NIST badge, workers may enter via the Main Gate or Gate “C” and proceed to the project site. Note that all automobiles are subject to a random inspection.

Trucks:  All Trucks are to enter NIST via “C” Gate along Quince Orchard Rd. between 6:00 am and 3:30 pm daily, and at the main gate off of W. Diamond Ave. between 3:30 pm and 4:30 pm. No deliveries will be allowed after 4:30 pm. “Trucks” include such vehicles as pick-ups with storage compartments, delivery trucks, delivery vans, and tractor center. Trucks arriving through Gate C will be directed to the Building 301 Truck Inspection Station. At Building 301, trucks will be registered, inspected, and the drivers will be granted access. Any truck which exits the installation will have to be re-inspected upon re-entry at Building 301. A vehicle dashboard placard will be placed within the truck. Placards change daily.

NIST Truck Inspection Stations hours are:
6:00am -3:30pm at Building 301
3:30 pm – 4:30pm at “A” Gate – (Main gate)

End of Statement of Work

====================================
**Evaluation Criteria: Acceptable/Unacceptable**

A. Evaluation Criteria: Acceptable/Unacceptable

1. The offeror shall self-perform the work defined in this requirement.

2. The offeror shall provide a letter from its surety demonstrating payment bonding capacity equivalent to the project dollar amount.

3. The offeror shall demonstrate its CURRENT Experience Modification Rating (EMR) is 1.0 or less within the last year by submitting documentation from NCCI or its state rating agency, as appropriate.

4. Offeror shall submit a detailed scope of work narrative demonstrating their understanding of the Façade Restoration requirement which shall include all aspects of the job as described in the Statement of Work and shown on the drawings/sketches.

5. Offeror shall submit documentation that they have Façade Restoration experience, to include removing and replacing sealant, within the last three (3) years of a minimum of two (2) projects with a project cost of $100k or greater.

6. Contractor shall have a job foreman that is a certified installer of the sealant being installed. Provide verification of employment and individual’s installation certifications.

**BASIS FOR REQUIREMENT AWARD:** This is a competitive best value source selection utilizing Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2 for award of this requirement. The evaluation process shall proceed as follows:

1. By submission of an offer, the Offeror accepts all solicitation requirements, including terms and conditions, representations and certification and technical requirements related to this order.

2. The Government intends to award a contract without discussions with respective IDIQ Offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.


4. **Offerors must be acceptable in all six (6) criteria to be found technically acceptable for award.**
(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) 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. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(3) The name, address, and telephone number of the offeror;
(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(5) Terms of any express warranty;
(6) Price and any discount terms;
(7) Remit to address, if different than mailing address;
(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
(9) Acknowledgment of Solicitation Amendments;
(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(i) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(ii) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation 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--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, 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 offers; or

(B) 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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(i) 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) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) 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.

(5) Offers may be withdrawn by written notice received at anytime before the exact time set for
receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the
solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any
time before the exact time set for receipt of offers, subject to the conditions specified in the
solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its
authorized representative if, before the exact time set for receipt of offers, the identity of the
person requesting withdrawal is established and the person signs a receipt for the offer.

(g) 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 from a price and technical standpoint. However,
the Government reserves the right to conduct discussions if later determined by the Contracting
Officer to be necessary. The Government may reject any or all offers if such action is in the public
interest; accept other than the lowest offer; and waive informalities and minor irregularities in
offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the
offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule,
offers may not be submitted for quantities less than those specified. The Government reserves the
right to make an award on any item for a quantity less than the quantity offered, at the unit prices
offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR
Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this
solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of
Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial
item descriptions cited in this solicitation may be obtained free of charge by submitting a request
to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a
fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following
ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start).
(ii) Quick Search (http://quicksearch.dla.mil/).
(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock
Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA
19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for
their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or
less if the solicitation requires the Contractor to be registered in the System for Award Management
(SAM) database.) 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 unique entity identifier
that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds
Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique
entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional
SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If
the Offeror does not have a unique entity identifier, it should contact the entity designated at
www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should
indicate that it is an offeror for a Government contract when contacting the entity designated at
www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission
of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered
in the SAM database prior to award, during performance and through final payment of any contract
resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall 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 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 items, the make and model of the item to be delivered by the successful offeror.
6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: LPTA___________________________________________
___________________________________________
___________________________________________[Contracting Officer shall insert the significant evaluation factors, such as
(i) technical capability of the item offered to meet the Government requirement;
(ii) price;
(iii) past performance (see FAR 15.304);
(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017)

The offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision--
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.
"Forced or indentured child labor" means all work or service
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

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

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

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

1. PSC 5510, Lumber and Related Basic Wood Materials;
2. Product or Service Group (PSG) 87, Agricultural Supplies;
3. PSG 88, Live Animals;
4. PSG 89, Subsistence;
5. PSC 9410, Crude Grades of Plant Materials;
6. PSC 9430, Miscellaneous Crude Animal Products, Inedible;
7. PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
8. PSC 9610, Ores;
9. PSG 9620, Minerals, Natural and Synthetic; and

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

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

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

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

"Sensitive technology" means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

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

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___________. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [_] is, [___] is not a small business concern.

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It [__] is, [__] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [__] is, [__] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _________.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]

The offeror represents that-

(i) It [__] is, [__] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [__] is, [__] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern and other small businesses that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___________.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

(i) It [__] is, [__] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [__] is, [__] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

(ii) It [__] has, [__] has not, filed all required compliance reports.

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country end product," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

Canadian End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

Canadian or Israeli End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

<table>
<thead>
<tr>
<th>Line item No.</th>
<th>Country of origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
(3) [___] Are, [___] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [___] Have, [___] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:
(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.
(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(1) Listed End Product
Line item No.       Listed Countries of Origin
________________  __________________
________________  __________________
________________  __________________
[List as necessary]

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
[___] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
[___] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) [___] Outside the United States.

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

(1) [___] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [___] does [___] does not certify that-
The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

[] TIN:_____________________.

[] TIN has been applied for.

[] TIN is not required because:

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

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

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

(4) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

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

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other ____________________.

(5) Common parent.

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

[] Name and TIN of common parent:

Name ____________________________________

TIN ____________________________________

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

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

(2) Representation. The Offeror represents that--

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

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

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA1068@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 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 http://www.treasury.gov/ofac/downloads/tllsdn.pdf).

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

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

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

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

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

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

Immediate owner CAGE code:_____________________________________________

Immediate owner legal name:______________________________________________

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

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

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

Highest level owner CAGE code:_____________________________________________

Highest level owner legal name:______________________________________________

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").
Predecessor legal name: ____.
(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

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

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

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

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

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

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

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

(End of provision)
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.

(b) 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.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) 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 at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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 such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) 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.

(5) 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.

(6) 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 prescribed in 32.608-2 of the Federal Acquisition Regulation 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 hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges 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
(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. 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) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.


(s) 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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
   (3) The clause at 52.212-5.
   (4) Addenda to this solicitation or contract, including any license agreements for computer software.
   (5) Solicitation provisions if this is a solicitation.
   (6) Other paragraphs of this clause.
   (7) The Standard Form 1449.
   (8) Other documents, exhibits, and attachments.
   (9) The specification.

(t) System for Award Management (SAM).

   (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

   (2) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

      (A) Change the name in the SAM database;
      (B) Comply with the requirements of Subpart 42.12; and
      (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

   (i) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) 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.

   (3) The Contractor shall not change the 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
Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. 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 considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(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 (u)(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.

(v) 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2018)

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

   (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
   
   (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
   
   

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

   
   
   
   
   (5) [Reserved]
   
   
   
   
   
   (10) [Reserved]
   
(ii) Alternate I (Nov 2011) of 52.219-6.

(i2) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (If the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(ii) Alternate I (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(ii) Alternate II (Nov 2011) of 52.219-6.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.


(iii) Alternate II (Mar 2004) of 52.219-7.

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.
(ii) Alternate I (Jun 2014) of 52.223-16.


(43) 52.223-20, Aerosols (Jun, 2016) (E.O. 13693).
(44) 52.223-21, Foams (Jun, 2016) (E.O. 13693).
(ii) Alternate I (JAN 2017) of 52.224-3.


(ii) Alternate I (May 2014) of 52.225-3.
(iii) Alternate II (May 2014) of 52.225-3.
(iv) Alternate III (May 2014) of 52.225-3.
(49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


xx (55) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).


xx (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

(60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C.2631).
(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).


xx (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
xx (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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


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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (i) of FAR clause 52.222-17.

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

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).


(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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


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


(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


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


(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)
The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address: 100 Bureau Dr

Mail Stop 1640
Gaithersburg, MD 20899

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: 100 Bureau Dr

Mail Stop 1640
Gaithersburg, MD 20899

d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

(End of clause)

1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858
FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)

(a) The contractor shall comply with the provisions of Department Administrative Order 207-12, Foreign National Visitor and Guest Access Program; Bureau of Industry and Security Export Administrative Regulations Part 734, and [insert operating unit counsel specific procedures]. The contractor shall provide the Government with notice of foreign nationals requiring access to any Department of Commerce facility or through a Department of Commerce IT system.

(b) The contractor shall identify each foreign national who requires access to any Departmental resources, and shall provide all requested information in writing to the Contracting Officer’s Representative.

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

52.232-99 DEV PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS CONTRACTORS (AUG 2012)
This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including paragraph (b), in all subcontracts with small business concerns.

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

NIST LOCAL-04 BILLING INSTRUCTIONS
(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to:
NIST: Accounts Payable Office
100 Bureau Drive, Mail Stop 1621
Gaithersburg, MD 20899-1621

NIST LOCAL-53 CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS
Unless otherwise stated in the contract terms and conditions, normal days of business operation are Monday through Friday, excluding Federal Holidays. However, throughout the contract period of performance, there may be circumstances beyond the control of the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), that will impact normal days of business operation, such as inclement weather, power outages, etc. In circumstances such as these, the Contractor must call the appropriate NIST campus status line to verify the operating status:

Gaithersburg Campus Operating Status Line:
(301) 975-8000
(800) 437-4385 x8000 (toll free)

Boulder Campus Operating Status Line:
(303) 497-4000

During a lapse in appropriation, access to Government facilities and resources, including equipment and systems, will be limited to excepted personnel for both Federal employees and Contractor personnel. If performance of the contract is onsite and/or requires Government interaction, unless you have been, or are notified that you are to work under an excepted status, you will automatically enter a temporary work stoppage. The work stoppage shall remain in effect until the lapse is resolved.
and notification is provided via the NIST website at https://www.nist.gov/ and/or the NIST operating status lines. Additionally, Contractors are encouraged to monitor public broadcasts or the Office of Personnel Management’s website at www.opm.gov for the Federal Government operating status. NIST will provide notification to all contractors that are determined to have excepted status. All excepted contractors are required to continue performance and communicate with the appointed Contracting Officer’s Representative (COR) for further guidance, or NIST Contracting Officer if a COR is not appointed.

Contractors with supply or service contracts that are fully funded at the time of contract award and do not require access to Government facilities, resources, or active administration by Government personnel in a manner that would cause the government to incur additional obligations during the lapse in appropriation may continue performance.
Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RATE</td>
<td></td>
</tr>
<tr>
<td>01000 - Administrative Support And Clerical Occupations</td>
<td></td>
</tr>
<tr>
<td>01011 - Accounting Clerk I</td>
<td></td>
</tr>
<tr>
<td>18.25</td>
<td></td>
</tr>
<tr>
<td>01012 - Accounting Clerk II</td>
<td></td>
</tr>
<tr>
<td>20.47</td>
<td></td>
</tr>
<tr>
<td>01013 - Accounting Clerk III</td>
<td></td>
</tr>
<tr>
<td>23.30</td>
<td></td>
</tr>
<tr>
<td>01020 - Administrative Assistant</td>
<td></td>
</tr>
<tr>
<td>35.24</td>
<td></td>
</tr>
<tr>
<td>01035 - Court Reporter</td>
<td></td>
</tr>
<tr>
<td>21.84</td>
<td></td>
</tr>
<tr>
<td>01041 - Customer Service Representative I</td>
<td></td>
</tr>
<tr>
<td>13.87</td>
<td></td>
</tr>
<tr>
<td>01042 - Customer Service Representative II</td>
<td></td>
</tr>
<tr>
<td>15.61</td>
<td></td>
</tr>
<tr>
<td>01043 - Customer Service Representative III</td>
<td></td>
</tr>
<tr>
<td>17.02</td>
<td></td>
</tr>
<tr>
<td>01051 - Data Entry Operator I</td>
<td></td>
</tr>
<tr>
<td>16.30</td>
<td></td>
</tr>
<tr>
<td>01052 - Data Entry Operator II</td>
<td></td>
</tr>
<tr>
<td>17.78</td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Position</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>01060</td>
<td>Dispatcher, Motor Vehicle</td>
</tr>
<tr>
<td>01070</td>
<td>Document Preparation Clerk</td>
</tr>
<tr>
<td>01090</td>
<td>Duplicating Machine Operator</td>
</tr>
<tr>
<td>01111</td>
<td>General Clerk I</td>
</tr>
<tr>
<td>01112</td>
<td>General Clerk II</td>
</tr>
<tr>
<td>01113</td>
<td>General Clerk III</td>
</tr>
<tr>
<td>01120</td>
<td>Housing Referral Assistant</td>
</tr>
<tr>
<td>01141</td>
<td>Messenger Courier</td>
</tr>
<tr>
<td>01191</td>
<td>Order Clerk I</td>
</tr>
<tr>
<td>01192</td>
<td>Order Clerk II</td>
</tr>
<tr>
<td>01261</td>
<td>Personnel Assistant (Employment) I</td>
</tr>
<tr>
<td>01262</td>
<td>Personnel Assistant (Employment) II</td>
</tr>
<tr>
<td>01263</td>
<td>Personnel Assistant (Employment) III</td>
</tr>
<tr>
<td>01270</td>
<td>Production Control Clerk</td>
</tr>
<tr>
<td>01290</td>
<td>Rental Clerk</td>
</tr>
<tr>
<td>01300</td>
<td>Scheduler, Maintenance</td>
</tr>
<tr>
<td>01311</td>
<td>Secretary I</td>
</tr>
<tr>
<td>01312</td>
<td>Secretary II</td>
</tr>
<tr>
<td>01313</td>
<td>Secretary III</td>
</tr>
<tr>
<td>01320</td>
<td>Service Order Dispatcher</td>
</tr>
<tr>
<td>01410</td>
<td>Supply Technician</td>
</tr>
<tr>
<td>01420</td>
<td>Survey Worker</td>
</tr>
<tr>
<td>01460</td>
<td>Switchboard Operator/Receptionist</td>
</tr>
<tr>
<td>01531</td>
<td>Travel Clerk I</td>
</tr>
<tr>
<td>01532</td>
<td>Travel Clerk II</td>
</tr>
<tr>
<td>01533</td>
<td>Travel Clerk III</td>
</tr>
<tr>
<td>01611</td>
<td>Word Processor I</td>
</tr>
<tr>
<td>01612</td>
<td>Word Processor II</td>
</tr>
</tbody>
</table>
01613 - Word Processor III
19.95
05000 - Automotive Service Occupations
  05005 - Automobile Body Repairer, Fiberglass
   29.42
  05010 - Automotive Electrician
   23.62
  05040 - Automotive Glass Installer
   22.25
  05070 - Automotive Worker
   22.25
  05110 - Mobile Equipment Servicer
   19.14
  05130 - Motor Equipment Metal Mechanic
   24.88
  05160 - Motor Equipment Metal Worker
   22.25
  05190 - Motor Vehicle Mechanic
   24.88
  05220 - Motor Vehicle Mechanic Helper
   18.49
  05250 - Motor Vehicle Upholstery Worker
   21.63
  05280 - Motor Vehicle Wrecker
   22.25
  05310 - Painter, Automotive
   23.62
  05340 - Radiator Repair Specialist
   22.25
  05370 - Tire Repairer
   14.44
  05400 - Transmission Repair Specialist
   24.88
07000 - Food Preparation And Service Occupations
  07010 - Baker
   13.85
  07041 - Cook I
   15.19
  07042 - Cook II
   17.67
  07070 - Dishwasher
   10.11
  07130 - Food Service Worker
   11.06
  07210 - Meat Cutter
   20.58
  07260 - Waiter/Waitress
   9.70
09000 - Furniture Maintenance And Repair Occupations
  09010 - Electrostatic Spray Painter
   19.86
  09040 - Furniture Handler
   14.06
  09080 - Furniture Refinisher
   20.23
  09090 - Furniture Refinisher Helper
   15.52
<table>
<thead>
<tr>
<th>Occupation Code</th>
<th>Occupation Description</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>09110</td>
<td>Furniture Repairer, Minor</td>
<td>17.94</td>
</tr>
<tr>
<td>09130</td>
<td>Upholsterer</td>
<td>19.86</td>
</tr>
<tr>
<td>11000</td>
<td>General Services And Support Occupations</td>
<td></td>
</tr>
<tr>
<td>11030</td>
<td>Cleaner, Vehicles</td>
<td>10.80</td>
</tr>
<tr>
<td>11060</td>
<td>Elevator Operator</td>
<td>11.87</td>
</tr>
<tr>
<td>11090</td>
<td>Gardener</td>
<td>17.52</td>
</tr>
<tr>
<td>11122</td>
<td>Housekeeping Aide</td>
<td>11.87</td>
</tr>
<tr>
<td>11150</td>
<td>Janitor</td>
<td>11.87</td>
</tr>
<tr>
<td>11210</td>
<td>Laborer, Grounds Maintenance</td>
<td>13.07</td>
</tr>
<tr>
<td>11240</td>
<td>Maid or Houseman</td>
<td>11.26</td>
</tr>
<tr>
<td>11260</td>
<td>Pruner</td>
<td>11.58</td>
</tr>
<tr>
<td>11270</td>
<td>Tractor Operator</td>
<td>16.04</td>
</tr>
<tr>
<td>11330</td>
<td>Trail Maintenance Worker</td>
<td>13.07</td>
</tr>
<tr>
<td>11360</td>
<td>Window Cleaner</td>
<td>13.39</td>
</tr>
<tr>
<td>12000</td>
<td>Health Occupations</td>
<td></td>
</tr>
<tr>
<td>12010</td>
<td>Ambulance Driver</td>
<td>20.41</td>
</tr>
<tr>
<td>12011</td>
<td>Breath Alcohol Technician</td>
<td>22.33</td>
</tr>
<tr>
<td>12012</td>
<td>Certified Occupational Therapist Assistant</td>
<td>27.96</td>
</tr>
<tr>
<td>12015</td>
<td>Certified Physical Therapist Assistant</td>
<td>25.93</td>
</tr>
<tr>
<td>12020</td>
<td>Dental Assistant</td>
<td>20.79</td>
</tr>
<tr>
<td>12025</td>
<td>Dental Hygienist</td>
<td>44.75</td>
</tr>
<tr>
<td>12030</td>
<td>EKG Technician</td>
<td>30.44</td>
</tr>
<tr>
<td>12035</td>
<td>Electroneurodiagnostic Technologist</td>
<td>30.44</td>
</tr>
<tr>
<td>12040</td>
<td>Emergency Medical Technician</td>
<td>20.41</td>
</tr>
<tr>
<td>12071</td>
<td>Licensed Practical Nurse I</td>
<td>21.31</td>
</tr>
<tr>
<td>12072</td>
<td>Licensed Practical Nurse II</td>
<td>23.83</td>
</tr>
<tr>
<td>12073</td>
<td>Licensed Practical Nurse III</td>
<td>26.57</td>
</tr>
<tr>
<td>12100</td>
<td>Medical Assistant</td>
<td>16.51</td>
</tr>
<tr>
<td>12130</td>
<td>Medical Laboratory Technician</td>
<td>21.82</td>
</tr>
<tr>
<td>Code</td>
<td>Occupation</td>
<td>Hourly Pay</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>12160</td>
<td>Medical Record Clerk</td>
<td>21.08</td>
</tr>
<tr>
<td>12190</td>
<td>Medical Record Technician</td>
<td>23.60</td>
</tr>
<tr>
<td>12195</td>
<td>Medical Transcriptionist</td>
<td>20.00</td>
</tr>
<tr>
<td>12210</td>
<td>Nuclear Medicine Technologist</td>
<td>39.35</td>
</tr>
<tr>
<td>12221</td>
<td>Nursing Assistant I</td>
<td>11.43</td>
</tr>
<tr>
<td>12222</td>
<td>Nursing Assistant II</td>
<td>12.86</td>
</tr>
<tr>
<td>12223</td>
<td>Nursing Assistant III</td>
<td>14.02</td>
</tr>
<tr>
<td>12224</td>
<td>Nursing Assistant IV</td>
<td>15.74</td>
</tr>
<tr>
<td>12235</td>
<td>Optical Dispenser</td>
<td>20.17</td>
</tr>
<tr>
<td>12236</td>
<td>Optical Technician</td>
<td>19.12</td>
</tr>
<tr>
<td>12250</td>
<td>Pharmacy Technician</td>
<td>18.12</td>
</tr>
<tr>
<td>12280</td>
<td>Phlebotomist</td>
<td>18.27</td>
</tr>
<tr>
<td>12305</td>
<td>Radiologic Technologist</td>
<td>31.98</td>
</tr>
<tr>
<td>12311</td>
<td>Registered Nurse I</td>
<td>27.64</td>
</tr>
<tr>
<td>12312</td>
<td>Registered Nurse II</td>
<td>33.44</td>
</tr>
<tr>
<td>12313</td>
<td>Registered Nurse II, Specialist</td>
<td>33.44</td>
</tr>
<tr>
<td>12314</td>
<td>Registered Nurse III</td>
<td>40.13</td>
</tr>
<tr>
<td>12315</td>
<td>Registered Nurse III, Anesthetist</td>
<td>40.13</td>
</tr>
<tr>
<td>12316</td>
<td>Registered Nurse IV</td>
<td>48.10</td>
</tr>
<tr>
<td>12317</td>
<td>Scheduler (Drug and Alcohol Testing)</td>
<td>26.29</td>
</tr>
<tr>
<td>12320</td>
<td>Substance Abuse Treatment Counselor</td>
<td>20.33</td>
</tr>
<tr>
<td>13000</td>
<td>Information And Arts Occupations</td>
<td></td>
</tr>
<tr>
<td>13011</td>
<td>Exhibits Specialist I</td>
<td>19.86</td>
</tr>
<tr>
<td>13012</td>
<td>Exhibits Specialist II</td>
<td>24.61</td>
</tr>
<tr>
<td>13013</td>
<td>Exhibits Specialist III</td>
<td>30.09</td>
</tr>
<tr>
<td>13041</td>
<td>Illustrator I</td>
<td>20.48</td>
</tr>
<tr>
<td>13042</td>
<td>Illustrator II</td>
<td>25.38</td>
</tr>
<tr>
<td>13043</td>
<td>Illustrator III</td>
<td>31.03</td>
</tr>
<tr>
<td>13047</td>
<td>Librarian</td>
<td>40.04</td>
</tr>
</tbody>
</table>
13050 - Library Aide/Clerk  
14.21  
13054 - Library Information Technology Systems  
36.15  
Administrator  
24.07  
13058 - Library Technician  
22.66  
25.36  
28.27  
13071 - Photographer I  
16.65  
13072 - Photographer II  
18.90  
13073 - Photographer III  
23.67  
13074 - Photographer IV  
28.65  
13075 - Photographer V  
33.76  
13090 - Technical Order Library Clerk  
17.38  
13110 - Video Teleconference Technician  
20.39  
14000 - Information Technology Occupations  
14041 - Computer Operator I  
18.92  
14042 - Computer Operator II  
21.18  
14043 - Computer Operator III  
23.60  
14044 - Computer Operator IV  
26.22  
14045 - Computer Operator V  
29.05  
14071 - Computer Programmer I  
(see 1)  
26.36  
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  
18.92  
14160 - Personal Computer Support Technician  
26.22  
14170 - System Support Specialist  
30.81  
15000 - Instructional Occupations  
15010 - Aircrew Training Devices Instructor (Non-Rated)  
36.47  
15020 - Aircrew Training Devices Instructor (Rated)  
44.06
15030 - Air Crew Training Devices Instructor (Pilot)  
52.81
15050 - Computer Based Training Specialist / Instructor  
36.47
15060 - Educational Technologist  
35.31
15070 - Flight Instructor (Pilot)  
52.81
15080 - Graphic Artist  
30.19
15085 - Maintenance Test Pilot, Fixed, Jet/Prop  
45.65
15086 - Maintenance Test Pilot, Rotary Wing  
45.65
15088 - Non-Maintenance Test/Co-Pilot  
45.65
15090 - Technical Instructor  
29.11
15095 - Technical Instructor/Course Developer  
35.61
15110 - Test Proctor  
23.50
15120 - Tutor  
23.50
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  

16010 - Assembler  
11.96
16030 - Counter Attendant  
11.96
16040 - Dry Cleaner  
14.38
16070 - Finisher, Flatwork, Machine  
11.96
16090 - Presser, Hand  
11.96
16110 - Presser, Machine, Drycleaning  
11.96
16130 - Presser, Machine, Shirts  
11.96
16160 - Presser, Machine, Wearing Apparel, Laundry  
11.96
16190 - Sewing Machine Operator  
14.98
16220 - Tailor  
15.88
16250 - Washer, Machine  
13.17
19000 - Machine Tool Operation And Repair Occupations  

19010 - Machine-Tool Operator (Tool Room)  
23.25
19040 - Tool And Die Maker  
26.85
21000 - Materials Handling And Packing Occupations  

21020 - Forklift Operator  
18.07
21030 - Material Coordinator  
26.02
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>21040</td>
<td>- Material Expediter</td>
<td>26.02</td>
</tr>
<tr>
<td>21050</td>
<td>- Material Handling Laborer</td>
<td>13.83</td>
</tr>
<tr>
<td>21071</td>
<td>- Order Filler</td>
<td>15.09</td>
</tr>
<tr>
<td>21080</td>
<td>- Production Line Worker (Food Processing)</td>
<td>18.07</td>
</tr>
<tr>
<td>21110</td>
<td>- Shipping Packer</td>
<td>15.78</td>
</tr>
<tr>
<td>21130</td>
<td>- Shipping/Receiving Clerk</td>
<td>15.78</td>
</tr>
<tr>
<td>21140</td>
<td>- Store Worker I</td>
<td>13.02</td>
</tr>
<tr>
<td>21150</td>
<td>- Stock Clerk</td>
<td>17.98</td>
</tr>
<tr>
<td>21210</td>
<td>- Tools And Parts Attendant</td>
<td>18.07</td>
</tr>
<tr>
<td>21410</td>
<td>- Warehouse Specialist</td>
<td>18.07</td>
</tr>
<tr>
<td>23000</td>
<td>- Mechanics And Maintenance And Repair Occupations</td>
<td></td>
</tr>
<tr>
<td>23010</td>
<td>- Aerospace Structural Welder</td>
<td>29.93</td>
</tr>
<tr>
<td>23019</td>
<td>- Aircraft Logs and Records Technician</td>
<td>21.79</td>
</tr>
<tr>
<td>23021</td>
<td>- Aircraft Mechanic I</td>
<td>28.41</td>
</tr>
<tr>
<td>23022</td>
<td>- Aircraft Mechanic II</td>
<td>29.93</td>
</tr>
<tr>
<td>23023</td>
<td>- Aircraft Mechanic III</td>
<td>31.38</td>
</tr>
<tr>
<td>23040</td>
<td>- Aircraft Mechanic Helper</td>
<td>19.29</td>
</tr>
<tr>
<td>23050</td>
<td>- Aircraft, Painter</td>
<td>27.20</td>
</tr>
<tr>
<td>23060</td>
<td>- Aircraft Servicer</td>
<td>21.79</td>
</tr>
<tr>
<td>23070</td>
<td>- Aircraft Survival Flight Equipment Technician</td>
<td>27.20</td>
</tr>
<tr>
<td>23080</td>
<td>- Aircraft Worker</td>
<td>23.34</td>
</tr>
<tr>
<td>23091</td>
<td>- Aircrew Life Support Equipment (ALSE) Mechanic I</td>
<td>23.34</td>
</tr>
<tr>
<td>23092</td>
<td>- Aircrew Life Support Equipment (ALSE) Mechanic II</td>
<td>28.41</td>
</tr>
<tr>
<td>23100</td>
<td>- Appliance Mechanic</td>
<td>21.75</td>
</tr>
<tr>
<td>23120</td>
<td>- Bicycle Repairer</td>
<td>17.46</td>
</tr>
<tr>
<td>23125</td>
<td>- Cable Splicer</td>
<td>31.48</td>
</tr>
<tr>
<td>23130</td>
<td>- Carpenter, Maintenance</td>
<td>24.67</td>
</tr>
<tr>
<td>23140</td>
<td>- Carpet Layer</td>
<td>20.49</td>
</tr>
</tbody>
</table>
23160 - Electrician, Maintenance 27.98
23181 - Electronics Technician Maintenance I 27.81
23182 - Electronics Technician Maintenance II 29.52
23183 - Electronics Technician Maintenance III 31.09
23260 - Fabric Worker 20.49
23290 - Fire Alarm System Mechanic 22.91
23310 - Fire Extinguisher Repairer 18.88
23311 - Fuel Distribution System Mechanic 24.54
23312 - Fuel Distribution System Operator 19.38
23370 - General Maintenance Worker 21.55
23380 - Ground Support Equipment Mechanic 28.41
23381 - Ground Support Equipment Servicer 21.79
23382 - Ground Support Equipment Worker 23.34
23391 - Gunsmith I 18.88
23392 - Gunsmith II 21.95
23393 - Gunsmith III 24.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic 26.60
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) 28.02
23430 - Heavy Equipment Mechanic 22.91
23440 - Heavy Equipment Operator 22.91
23460 - Instrument Mechanic 24.54
23465 - Laboratory/Shelter Mechanic 23.30
23470 - Laborer 14.98
23510 - Locksmith 21.90
23530 - Machinery Maintenance Mechanic 27.08
23550 - Machinist, Maintenance 23.74
23580 - Maintenance Trades Helper 18.27
<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>23591</td>
<td>Metrology Technician I</td>
<td>24.54</td>
</tr>
<tr>
<td>23592</td>
<td>Metrology Technician II</td>
<td>25.85</td>
</tr>
<tr>
<td>23593</td>
<td>Metrology Technician III</td>
<td>27.10</td>
</tr>
<tr>
<td>23640</td>
<td>Millwright</td>
<td>28.19</td>
</tr>
<tr>
<td>23710</td>
<td>Office Appliance Repairer</td>
<td>22.96</td>
</tr>
<tr>
<td>23760</td>
<td>Painter, Maintenance</td>
<td>21.75</td>
</tr>
<tr>
<td>23790</td>
<td>Pipefitter, Maintenance</td>
<td>26.31</td>
</tr>
<tr>
<td>23810</td>
<td>Plumber, Maintenance</td>
<td>24.98</td>
</tr>
<tr>
<td>23820</td>
<td>Pneudraulic Systems Mechanic</td>
<td>24.54</td>
</tr>
<tr>
<td>23850</td>
<td>Rigger</td>
<td>24.54</td>
</tr>
<tr>
<td>23870</td>
<td>Scale Mechanic</td>
<td>21.95</td>
</tr>
<tr>
<td>23890</td>
<td>Sheet-Metal Worker, Maintenance</td>
<td>22.91</td>
</tr>
<tr>
<td>23910</td>
<td>Small Engine Mechanic</td>
<td>24.79</td>
</tr>
<tr>
<td>23931</td>
<td>Telecommunications Mechanic I</td>
<td>30.94</td>
</tr>
<tr>
<td>23932</td>
<td>Telecommunications Mechanic II</td>
<td>32.59</td>
</tr>
<tr>
<td>23950</td>
<td>Telephone Lineman</td>
<td>30.15</td>
</tr>
<tr>
<td>23960</td>
<td>Welder, Combination, Maintenance</td>
<td>22.91</td>
</tr>
<tr>
<td>23965</td>
<td>Well Driller</td>
<td>22.91</td>
</tr>
<tr>
<td>23970</td>
<td>Woodcraft Worker</td>
<td>24.54</td>
</tr>
<tr>
<td>23980</td>
<td>Woodworker</td>
<td>18.88</td>
</tr>
<tr>
<td>24000</td>
<td>Personal Needs Occupations</td>
<td></td>
</tr>
<tr>
<td>24550</td>
<td>Case Manager</td>
<td>17.67</td>
</tr>
<tr>
<td>24570</td>
<td>Child Care Attendant</td>
<td>13.47</td>
</tr>
<tr>
<td>24580</td>
<td>Child Care Center Clerk</td>
<td>17.77</td>
</tr>
<tr>
<td>24610</td>
<td>Chore Aide</td>
<td>11.27</td>
</tr>
<tr>
<td>24620</td>
<td>Family Readiness And Support Services</td>
<td>17.67</td>
</tr>
<tr>
<td></td>
<td>Coordinator</td>
<td></td>
</tr>
<tr>
<td>24630</td>
<td>Homemaker</td>
<td>18.43</td>
</tr>
<tr>
<td>25000</td>
<td>Plant And System Operations Occupations</td>
<td></td>
</tr>
<tr>
<td>25010</td>
<td>Boiler Tender</td>
<td>27.44</td>
</tr>
</tbody>
</table>
25040 - Sewage Plant Operator
22.92
25070 - Stationary Engineer
27.44
25190 - Ventilation Equipment Tender
19.49
25210 - Water Treatment Plant Operator
22.92
27000 - Protective Service Occupations
27004 - Alarm Monitor
20.57
27007 - Baggage Inspector
15.38
27008 - Corrections Officer
27.32
27010 - Court Security Officer
27.61
27030 - Detection Dog Handler
20.57
27040 - Detention Officer
27.32
27070 - Firefighter
27.09
27101 - Guard I
15.38
27102 - Guard II
20.57
27131 - Police Officer I
30.44
27132 - Police Officer II
33.82
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
13.59
28042 - Carnival Equipment Repairer
14.63
28043 - Carnival Worker
9.24
28210 - Gate Attendant/Gate Tender
13.92
28310 - Lifeguard
11.59
28350 - Park Attendant (Aide)
15.57
28510 - Recreation Aide/Health Facility Attendant
11.37
28515 - Recreation Specialist
19.29
28630 - Sports Official
12.40
28690 - Swimming Pool Operator
18.21
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
27.98
29020 - Hatch Tender
27.98
29030 - Line Handler
27.98
29041 - Stevedore I
25.78
29042 - Stevedore II
29.33
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
41.44
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
28.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
31.47
30021 - Archeological Technician I
20.19
30022 - Archeological Technician II
22.60
30023 - Archeological Technician III
27.98
30030 - Cartographic Technician
27.98
30040 - Civil Engineering Technician
26.41
30051 - Cryogenic Technician I
28.36
30052 - Cryogenic Technician II
31.32
30061 - Drafter/CAD Operator I
20.19
30062 - Drafter/CAD Operator II
22.60
30063 - Drafter/CAD Operator III
25.19
30064 - Drafter/CAD Operator IV
31.00
30081 - Engineering Technician I
22.92
30082 - Engineering Technician II
25.72
30083 - Engineering Technician III
28.79
30084 - Engineering Technician IV
35.64
30085 - Engineering Technician V
43.61
30086 - Engineering Technician VI
52.76
30090 - Environmental Technician
27.41
30095 - Evidence Control Specialist
25.60
30210 - Laboratory Technician
23.38
30221 - Latent Fingerprint Technician I
25.97
30222 - Latent Fingerprint Technician II
28.68
<table>
<thead>
<tr>
<th>Code</th>
<th>Occupation</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>30240</td>
<td>Mathematical Technician</td>
<td>28.94</td>
</tr>
<tr>
<td>30361</td>
<td>Paralegal/Legal Assistant I</td>
<td>21.36</td>
</tr>
<tr>
<td>30362</td>
<td>Paralegal/Legal Assistant II</td>
<td>26.47</td>
</tr>
<tr>
<td>30363</td>
<td>Paralegal/Legal Assistant III</td>
<td>32.36</td>
</tr>
<tr>
<td>30364</td>
<td>Paralegal/Legal Assistant IV</td>
<td>39.16</td>
</tr>
<tr>
<td>30365</td>
<td>Petroleum Supply Specialist</td>
<td>31.32</td>
</tr>
<tr>
<td>30366</td>
<td>Photo-Optics Technician</td>
<td>27.98</td>
</tr>
<tr>
<td>30367</td>
<td>Radiation Control Technician</td>
<td>31.32</td>
</tr>
<tr>
<td>30461</td>
<td>Technical Writer I</td>
<td>26.53</td>
</tr>
<tr>
<td>30462</td>
<td>Technical Writer II</td>
<td>32.47</td>
</tr>
<tr>
<td>30463</td>
<td>Technical Writer III</td>
<td>39.29</td>
</tr>
<tr>
<td>30464</td>
<td>Unexploded Ordnance (UXO) Technician I</td>
<td>26.34</td>
</tr>
<tr>
<td>30465</td>
<td>Unexploded Ordnance (UXO) Technician II</td>
<td>31.87</td>
</tr>
<tr>
<td>30466</td>
<td>Unexploded Ordnance (UXO) Technician III</td>
<td>38.20</td>
</tr>
<tr>
<td>30467</td>
<td>Unexploded (UXO) Safety Escort</td>
<td>26.34</td>
</tr>
<tr>
<td>30468</td>
<td>Unexploded (UXO) Sweep Personnel</td>
<td>26.34</td>
</tr>
<tr>
<td>30501</td>
<td>Weather Forecaster I</td>
<td>28.36</td>
</tr>
<tr>
<td>30502</td>
<td>Weather Forecaster II</td>
<td>34.50</td>
</tr>
<tr>
<td>30620</td>
<td>Weather Observer, Combined Upper Air Or</td>
<td>25.19</td>
</tr>
<tr>
<td>31000</td>
<td>Transportation/Mobile Equipment Operation Occupations</td>
<td>27.98</td>
</tr>
<tr>
<td>31010</td>
<td>Airplane Pilot</td>
<td>31.87</td>
</tr>
<tr>
<td>31020</td>
<td>Bus Aide</td>
<td>14.32</td>
</tr>
<tr>
<td>31030</td>
<td>Bus Driver</td>
<td>14.28</td>
</tr>
<tr>
<td>31043</td>
<td>Driver Courier</td>
<td>14.90</td>
</tr>
<tr>
<td>31260</td>
<td>Parking and Lot Attendant</td>
<td>10.52</td>
</tr>
<tr>
<td>31290</td>
<td>Shuttle Bus Driver</td>
<td>16.28</td>
</tr>
<tr>
<td>31310</td>
<td>Taxi Driver</td>
<td>13.98</td>
</tr>
<tr>
<td>Code</td>
<td>Occupation</td>
<td>Hour Rate</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>31361</td>
<td>Truckdriver, Light</td>
<td>16.28</td>
</tr>
<tr>
<td>31362</td>
<td>Truckdriver, Medium</td>
<td>17.90</td>
</tr>
<tr>
<td>31363</td>
<td>Truckdriver, Heavy</td>
<td>19.35</td>
</tr>
<tr>
<td>31364</td>
<td>Truckdriver, Tractor-Trailer</td>
<td>19.35</td>
</tr>
<tr>
<td>99000</td>
<td>Miscellaneous Occupations</td>
<td></td>
</tr>
<tr>
<td>99020</td>
<td>Cabin Safety Specialist</td>
<td>15.54</td>
</tr>
<tr>
<td>99030</td>
<td>Cashier</td>
<td>10.04</td>
</tr>
<tr>
<td>99050</td>
<td>Desk Clerk</td>
<td>12.14</td>
</tr>
<tr>
<td>99095</td>
<td>Embalmer</td>
<td>27.90</td>
</tr>
<tr>
<td>99130</td>
<td>Flight Follower</td>
<td>26.34</td>
</tr>
<tr>
<td>99251</td>
<td>Laboratory Animal Caretaker I</td>
<td>13.67</td>
</tr>
<tr>
<td>99252</td>
<td>Laboratory Animal Caretaker II</td>
<td>14.95</td>
</tr>
<tr>
<td>99260</td>
<td>Marketing Analyst</td>
<td>32.46</td>
</tr>
<tr>
<td>99310</td>
<td>Mortician</td>
<td>31.73</td>
</tr>
<tr>
<td>99410</td>
<td>Pest Controller</td>
<td>17.69</td>
</tr>
<tr>
<td>99510</td>
<td>Photofinishing Worker</td>
<td>14.81</td>
</tr>
<tr>
<td>99710</td>
<td>Recycling Laborer</td>
<td>20.35</td>
</tr>
<tr>
<td>99711</td>
<td>Recycling Specialist</td>
<td>24.98</td>
</tr>
<tr>
<td>99730</td>
<td>Refuse Collector</td>
<td>18.04</td>
</tr>
<tr>
<td>99810</td>
<td>Sales Clerk</td>
<td>12.09</td>
</tr>
<tr>
<td>99820</td>
<td>School Crossing Guard</td>
<td>14.32</td>
</tr>
<tr>
<td>99830</td>
<td>Survey Party Chief</td>
<td>26.54</td>
</tr>
<tr>
<td>99831</td>
<td>Surveying Aide</td>
<td>16.49</td>
</tr>
<tr>
<td>99832</td>
<td>Surveying Technician</td>
<td>25.23</td>
</tr>
<tr>
<td>99840</td>
<td>Vending Machine Attendant</td>
<td>14.43</td>
</tr>
<tr>
<td>99841</td>
<td>Vending Machine Repairer</td>
<td>18.73</td>
</tr>
<tr>
<td>99842</td>
<td>Vending Machine Repairer Helper</td>
<td>14.43</td>
</tr>
</tbody>
</table>
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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month*

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial 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: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you
work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

5) The contracting officer transmits the Wage and Hour Division's decision to the
contractor.
6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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