SOLICITATIO	N/CONTRACT					1. REQUI	SITION NUM	BER			PAG	E1OF	39
2. CONTRACT NO.			ECTIVE DATE		R NUMBER			CITATION				CITATION ISS	JE DATE
7. FOR SOLICITATION		a. NAME					b. TELE	EPHONE N	UMBER (No C	ollect Calls)	8. OFFE	R DUE DATE	
9. ISSUED BY				KOWAN	10. THIS ACQU	JISITION		318-826				AM 21 Se	•
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ACE-IT 696 VIRGINIA ROAD CONCORD MA 01742-2 TEL: FAX:	2751												
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TELEPHONE NO.													
	F REMITTANCE IS SS IN OFFER	DIFFERENT	AND PUT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM								
19. ПТЕМ NO.		SCHEDULE	20. DF SUPPLIES	/ SERVIC	ÆS		21 QUAN		22. UNIT	23 UNIT F			24. IOUNT
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25. ACCOUNTING	AND APPROPRIA	TION DATA							26. TOTAL A	AWARD AM	OUNT (F	For Govt. U	se Only)
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27b. CONTRAC	CT/PURCHASE OR	DER INCORP	ORATES BY R	EFEREN	CE FAR 52.212-	4. FAR 5	2.212-5 IS	ATTACHI	ED. AD	DENDA	ARE	ARE NOT	ATTACHED
X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETU COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AN DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE A ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPEC				and E and on any			DATED (5), INCI	CONTRACT: LUDING ANY REIN, IS ACC	. YOUR	S OR CH			
30a. SIGNA TURE (OF OFFEROR/CC	NTRACTOR			31a.UNITED	STATES	OF AMERIC	la (Sigi	NATURE OF CO	NTRACTING	OFFICER)	
30b. NAME AND T (TYPE OR PRINT)	ITLE OF SIGNER		30c. DATE	SIGNED	31b. NAME	OF CONT	RACTING OF	FFICER	(TYPE C	OR PRINT)		31c. DA	TE SIGNED
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SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				EMS					P	AGE 2 OF 39	
19. ITEM NO.			20. SCHEDULE OF SUPP		S		21. QUANTI	ΓY	22. UNIT	23 UNIT F		24. AMOUNT
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Page 3 of 40

AMOUNT

Section SF 1449 - CONTINUATION SHEET

SUPPLIES/SERVICES ITEM NO QUANTITY UNIT UNIT PRICE 0001 4 Each CONFERENCE ROOM PROJECTORS FFP Contractor shall furnish all equipment, labor, and materials to SUPPLY, DELIVER, AND UNLOAD FOUR (4) PROJECTORS to the USACE-New England District HQ; located in Concord, MA. All materials must be supplied in accordance with the attached Supply Requirement/SOW. Period of Performance: Hardware must be delivered NLT 30-SEPTEMBER-2017 (Expedited or Priority Shipping is authorized)

CONTRACTOR MUST SUBMIT PRICING USING THE ATTACHED BID SCHEDULE

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination

NET AMT

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ITEM NO SUPPLIES/SERVICES QUANTITY 0002 1

UNIT Job

1 INSTALLATION & PROGRAMMING

FFP

Contractor shall furnish all equipment, labor, and materials to perform EQUIPMENT INSTALLATION AND PROGRAMMING at the USACE-New England District HQ; located in Concord, MA. All work must be performed in accordance with the attached Supply Requirement/SOW.

Period of Performance: FORTY-FIVE (45) DAYS AFTER AWARD

Wage Determination 15-4047 (Rev.-4) issued by The Department of Labor on 08/01/2017, may be applicable to services performed during the term of the resulting contract. Rates are attached.

CONTRACTOR MUST SUBMIT PRICING USING THE ATTACHED BID SCHEDULE

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination

NET AMT

UNIT PRICE

AMOUNT

NOTICE TO OFFERORS

PLEASE DIRECT QUESTIONS TO PAIGE KIMBROUGH at 978-318-2869 OR <u>Paige.C.Kimbrough-Rowan@usace.army.mil</u>. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

QUOTES CAN BE FAXED OR E-MAILED TO PAIGE KIMBROUGH AT (978) 318-8207 or <u>Paige.C.Kimbrough-</u> <u>Rowan@usace.army.mil</u>. E-MAIL IS THE PREFERRED METHOD OF SUBMISSION. QUOTATION INSTRUCTIONS:

- 1. If subcontractor(s) will be used for this work, please provide company name and credentials/qualifications: _____
- 2. Contractors must be REGISTERED and ACTIVE in the System for Awards Management (SAM) database (www.SAM.gov) by 22-SEPTEMBER-2017 to be eligible for award. Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

<u>NOTE:</u> SAM.gov registration takes approximately 3 weeks (DUNS registration 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor's responsibility to track SAM.gov registration and follow-up with required tasks. SAM.gov registration does not have to be "active" to be able to submit a quote. However, contractors must have an active record before a contract award can be made. If SAM.gov registration is not completed in a timely fashion in accordance with the SAM.gov timelines, the Government reserves the right to disqualify the quote in accordance with FAR 52.204-7(d).

- 3. Provide DUNS number: ______ (telephone 866-705-5711 for DUNS)
- 4. Provide CAGE code: _____
- 5. Provide TAX ID: _____
- 6. Per FAR Clause 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application (www.SAM.gov) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.
- 7. POTENTIAL OFFERORS ARE NOTIFIED THAT THE BASIS FOR AWARD IS PRICE ALONE.

Page 6 of 40

SUPPLY REQUIREMENT / SOW

CONFERENCE ROOM PROJECTORS U.S. ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT CONCORD, MA Scope of Work September 2017

A. <u>General</u>

Scope –Furnish all labor, materials, and transportation necessary to deliver, unload, and install four (4) projectors (CP-WU8451 Hitachi LCD WUXGA or equivalent) for the NAE conference rooms; including equipment installation and configuration/programming of the existing control system (CCS).

Contractor must be able to support the projectors and existing control system with in a 24 hour window.

Location – The USACE New England District (NAE) HQ is located in at 696 Virginia Rd, Concord, MA 01742.

Project Coordination - The Technical Points of Contact are:

Mr. J. Provenzano at 978-318-8182 or Jay.A.Provenzano@usace.army.mil

Ms. Patricia Price at 978-318-8226 or Patricia.A.Price@usace.army.mil.

Architecture Compatibility – All hardware proposed may be subject to review by Army Corps of Engineers-Information Technology (ACE-IT) for compatibility. All proposed hardware must be compatible with the existing control system (Creston) installed in the new England, Maine, New Hampshire, Mass and Connecticut

Schedule – The Contractor shall deliver the <u>required hardware</u> to 696 Virginia Rd, Concord, MA 01742, NO LATER THAN 30-SEPTEMBER-2017. Equipment installation and programming shall be completed within FORTY-FIVE (45) DAYS OF CONTRACT AWARD. The office will be open to the contractor Monday thru Friday, 7:00 AM to 3:30 PM and all deliveries must be completed during those hours unless alternate hours are approved by the Technical Point(s) of Contact.

Permits – The Contractor shall, without additional expense to Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

Payment – The Contractor must submit invoices to;

US ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT ATTN: SUE MACDONALD, RESOURCE MANAGEMENT 696 VIRGINIA ROAD CONCORD, MA 01742-2751

B. Performance Objectives

Four (4) 5000 lumen projectors (Hitachi LCD CP-WU8451 or equivalent) meeting the following minimum requirements as described in the attached specifications and Bid Schedule. Contractor must include installation of the new equipment AND must be capable of programming the - (3) MLC52, (1) MLC 104 IP+ on-site.

NOTE: ACE-IT approved products list model is Hitachi LCD CP-WU8451 (or equivalent)

Projector Specifications:

High Brightness 3LCD, 3-chip technology Color Brightness: 5000 lumens White Brightness: 5000 lumens

Full HD widescreen display — native WUXGA (1920 x 1200) with up to (3840 x 2160) for presentations, videos, digital signage and more

Enhancement Technology—the number of pixels from 2.3 million (WUXGA) to 4.6 million for extraordinary image and video quality

Interchangeable lenses — with powered lens shift and lens memory, including an ultra short-throw lens for shallow spaces (standard lens included)

Versatile connectivity — supports the full range of inputs, including HDBaseT, HDMI®, DVI-D, VGA and 5-BNC, for easy integration with any system

Collaboration features — simultaneously project side-by-side from different sources with Split Screen

Multi-PC Projection — connect multiple Windows or Mac devices and display up to four screens simultaneously

Projection capabilities — advanced built-in Edge Blending, image warping and curved- surface correction technologies for a variety of applications

Connectivity - HDBaseT, HDMI, DVI-D, VGA, BNC and Ethernet

Network capabilities – Content over IP, 801.2 (b/g/n) Wireless, HDCP 2.2 over HDMI and HDBaseT network security protocol

Lens - Contrast Ratio 50,000:1, zoom lens 1-1.6X optical

Built in speaker - 10 W Mono

Sustainability - Products must be energy efficient; review DOE Covered Product requirements here: http://energy.gov/eere/femp/find-product-categories-covered-efficiency-programs

Warranty – Products must include a minimum three (3) year standard warranty. Replacement parts included under warranty, will be the responsibility of the Contractor. All other parts will be excluded from the resulting contract, and purchased separately by the Government, as needed

Informational Photos



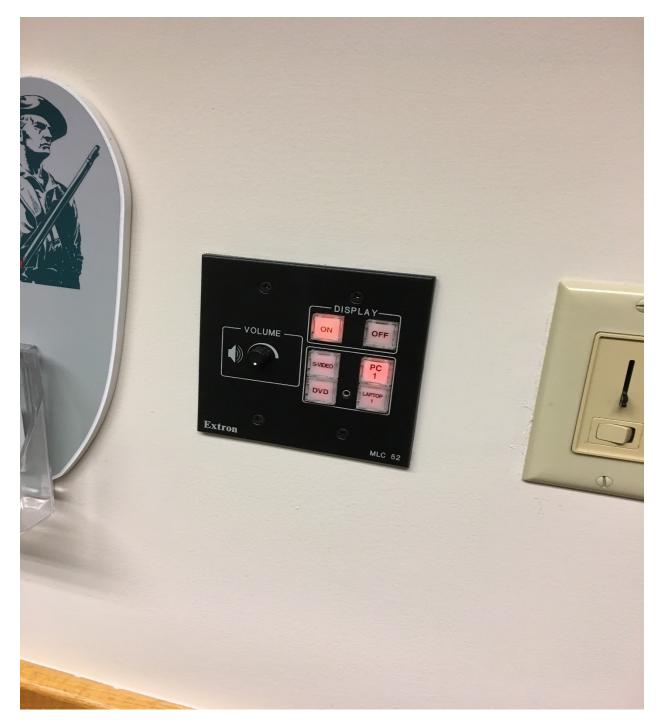
Informational Photo Number 1

Informational Photos



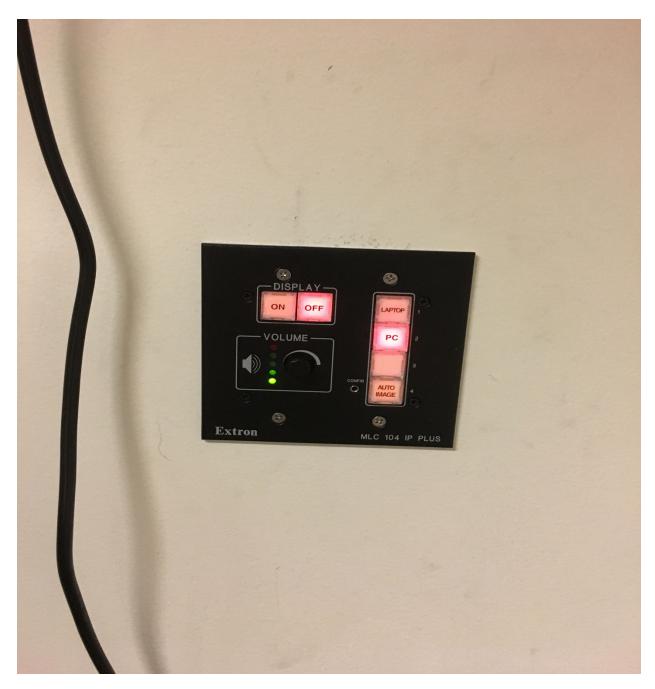
Informational Photo Number 2

Informational Photos



Informational Photo Number 3: Control Panel

Informational Photos



Informational Photo Number 4: Control Panel

BID SCHEDULE

CONFERENCE ROOM PROJECTORS U.S. ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT CONCORD, MA Scope of Work September 2017

Bid Schedule

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
Equipment - 5000 Lumen Projector (Hitachi CP-WU8451 or equivalent)	Each	4		
Installation – including materials	Job	1		
Programming - (3) MLC52, (1) MLC 104 IP+	Job	1		
Expedited Shipping – Hardware must be delivered NLT 30-September-2017	Job	1		

Total

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-SEP-2017	4	ACE-IT 696 VIRGINIA ROAD CONCORD MA 01742-2751 FOB: Destination	W912WJ
0002	45 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912WJ

CONTRACTOR SECURITY REVIEW

CONTRACTOR SECURITY REQUIREMENTS

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within thirty (30) calendar days of contract award and within thirty (30) calendar days of new employees commencing performance with the results reported to the Technical Point of Contact not later than five (5) calendar days after the completion of the training.

The Contractor must pre-screen Candidates using the E-verify Program (<u>http://www.uscis.gov/e-verify</u>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the Technical Point of Contact no later than three (3) business days after the initial award.

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to OfferorsCommercial Items	JAN 2017
52.212-3 Alt I	Offeror Representations and CertificationsCommercial	OCT 2014
	Items (JAN 2017) Alternate I	
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.232-33	Payment by Electronic Funds TransferSystem for Award	JUL 2013
	Management	
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	
252.203-7005	Representation Relating to Compensation of Former DoD	NOV 2011
	Officials	
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(a) [DELETED]

(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", as amended (41 U.S.C. 601-613). 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 or 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) [DELETED]

(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) [DELETED].

(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) [DELETED]

(1) 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 to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) [DELETED]

(n) [DELETED]

(o) [DELETED]

(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.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(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; and (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)(i) 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.

(ii) 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 <u>https://www.acquisition.gov</u>.

(u) [DELETED]

(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 2017)

(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).

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

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

(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: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ($\overline{41}$ U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12) (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]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

- ____ (ii) Alternate I (NOV 2011).
- ____ (iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

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

(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

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(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Nov 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

X_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_____(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

_____(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

(40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

_____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

 X_{13513} (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

(46) 52.223-21, Foams (June, 2016) (E.O. 13693).

(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(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.

(50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 $X_{(51)}$ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X_ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(62)(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) [DELETED]

(d)]DELETED]

(e) (1) 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—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(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 (l) 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).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(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.)

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

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334310.

(2) The small business size standard is 750 EMPLOYEES.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it (_____) is, (_____) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it (_____) is, (_____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it (_____) is, (_____) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer 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 (b)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It (_____) is, (_____) is not an EDWOSB 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 (b)(5)(i) of this provision is accurate for each EDWOSB concern 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.

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

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it (_____) is, (_____) is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It (_____) is, (_____) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ______.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) 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

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

(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 the size standard in paragraph (a) of this provision.

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 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; or

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

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

Small business concern 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 the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 334310- assigned to contract number W912WJ17PXXXX.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier shall include the data elements of the enterprise identifier; the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2)[DELETED]

(3) [DELETED]

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No. Item description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No. Item description

(If items are identified in the Schedule, insert ``See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

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- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) [DELETED]

(2) Embedded items shall be reported by one of the following methods--

(i) [DELETED]

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) [DELETED].

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

SCA WAGE DETERMINATION

	· •	www.wdol.gov on 08/01/2017
THE SERVIC	DETERMINATIONS UNDER E CONTRACT ACT ne Secretary of Labor 	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4047 Revision No.: 4 Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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.

- 1

This wage determination is applicable in the following towns and cities in the state of Massachusetts:

BRISTOL COUNTY - Mansfield

ESSEX COUNTY - Lynnfield

MIDDLESEX COUNTY - Acton, Arlington, Bedford, Belmont, Boxborough, Burlington, Cambridge, Carlisle, Concord, Everett, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Newton, North Reading, Reading, Sherborn, Somerville, Stoneham, Stow, Wakefield, Waltham, Watertown, Wayland, Weston, Wilmington, Winchester, Woburn

NORFOLK COUNTY - Braintree, Brookline, Canton, Cohasset, Dedham, Dover,

Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY - Carver, Duxbury, Hanover, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY - Boston, Chelsea, Revere, Winthrop

WORCESTER COUNTY - Berlin, Bolton

Fringe Benefits Required Follow the Occupational Listing OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	17.54
01012 - Accounting Clerk II	19.69
01013 - Accounting Clerk III	22.03
01020 - Administrative Assistant	30.38
01035 - Court Reporter	22.95
01041 - Customer Service Representative I	16.55
01042 - Customer Service Representative II	18.61
01043 - Customer Service Representative III	20.30
01051 - Data Entry Operator I	16.51
01052 - Data Entry Operator II	18.02
01060 - Dispatcher, Motor Vehicle	21.26
01070 - Document Preparation Clerk	16.92
01090 - Duplicating Machine Operator	16.92
01111 - General Clerk I	14.92
01112 - General Clerk II	16.28
01112 General Clerk III	18.27
01120 - Housing Referral Assistant	23.44
01120 - Housing Referrar Assistant 01141 - Messenger Courier	14.28
01191 - Order Clerk I	17.11
01192 - Order Clerk II	18.67
01192 - Order Crerk II 01261 - Personnel Assistant (Employment) I	18.50
01262 - Personnel Assistant (Employment) II	20.70
01263 - Personnel Assistant (Employment) III	23.08
01203 - Production Control Clerk	25.47
01290 - Rental Clerk	17.19
01300 - Scheduler, Maintenance	18.80
01311 - Secretary I	18.80
01312 - Secretary II	21.03
01312 - Secretary II 01313 - Secretary III	21.03
01313 - Secretary III 01320 - Service Order Dispatcher	19.00
01410 - Supply Technician	30.38
01420 - Survey Worker	18.65
01420 - Suivey Worker 01460 - Switchboard Operator/Receptionist	15.74
01400 - Switchboard Operator/Receptionist 01531 - Travel Clerk I	13.79
01531 - Travel Clerk I 01532 - Travel Clerk II	14.92
01532 - Travel Clerk II 01533 - Travel Clerk III	16.08
01555 - Haver Clerk III 01611 - Word Processor I	
01611 - Word Processor I 01612 - Word Processor II	17.48
01612 - Word Processor II 01613 - Word Processor III	19.62 21.95
05000 - Automotive Service Occupations	21.95
	24 GE
05005 - Automobile Body Repairer, Fiberglass	24.65
05010 - Automotive Electrician	22.60
05040 - Automotive Glass Installer	21.60
05070 - Automotive Worker	21.60
05110 - Mobile Equipment Servicer	19.58
05130 - Motor Equipment Metal Mechanic	23.59
05160 - Motor Equipment Metal Worker	21.60
05190 - Motor Vehicle Mechanic	23.59

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05220	- Motor Vehicle Mechanic Helper	18.40
05250	- Motor Vehicle Upholstery Worker	20.59
05280	- Motor Vehicle Wrecker	21.60
05310	- Painter, Automotive	22.60
05340	- Radiator Repair Specialist	21.60
05370	- Tire Repairer	14.22
05400	- Transmission Repair Specialist	23.59
07000 -	Food Preparation And Service Occupations	
07010	- Baker	14.36
07041	- Cook I	15.19
07042	- Cook II	16.76
07070	- Dishwasher	11.13
07130	- Food Service Worker	12.28
07210	- Meat Cutter	21.77
07260	- Waiter/Waitress	12.62
09000 -	Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.70
09040	- Furniture Handler	15.90
09080	- Furniture Refinisher	20.88
09090	- Furniture Refinisher Helper	16.86
09110	- Furniture Repairer, Minor	18.98
09130	- Upholsterer	17.64
11000 -	General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.66
11060	- Elevator Operator	14.11
11090	- Gardener	20.01
11122	- Housekeeping Aide	16.66
11150	- Janitor	16.66
11210	- Laborer, Grounds Maintenance	16.20
11240	- Maid or Houseman	14.28
11260	- Pruner	14.90
11270	- Tractor Operator	18.81
11330	- Trail Maintenance Worker	16.20
11360	- Window Cleaner	18.12
12000 -	Health Occupations	
12010	- Ambulance Driver	18.55
12011	- Breath Alcohol Technician	22.45
12012	- Certified Occupational Therapist Assistant	26.12
12015	- Certified Physical Therapist Assistant	27.35
12020	- Dental Assistant	21.82
12025	- Dental Hygienist	41.93
12030	- EKG Technician	34.09
12035	- Electroneurodiagnostic Technologist	34.09
12040	- Emergency Medical Technician	18.55
12071	- Licensed Practical Nurse I	22.27
12072	- Licensed Practical Nurse II	24.92
12073	- Licensed Practical Nurse III	27.78
12100	- Medical Assistant	18.28
12130	- Medical Laboratory Technician	19.41
12160	- Medical Record Clerk	19.28
12190	- Medical Record Technician	21.57
12195	- Medical Transcriptionist	21.92
	- Nuclear Medicine Technologist	38.48
	- Nursing Assistant I	11.90
12222	- Nursing Assistant II	13.38
	- Nursing Assistant III	14.60
	- Nursing Assistant IV	16.39
	- Optical Dispenser	27.29
	- Optical Technician	19.18
	- Pharmacy Technician	20.80
	- Phlebotomist	18.60
	- Radiologic Technologist	35.42

10011	Deviation of Manager		21 10
	- Registered Nurse I - Registered Nurse II		31.18 40.19
	- Registered Nurse II, Specialist		40.19
	- Registered Nurse III		48.63
	- Registered Nurse III, Anesthetist		48.63
	- Registered Nurse IV		58.29
	- Scheduler (Drug and Alcohol Testing)		23.55
	- Substance Abuse Treatment Counselor		20.50
13000 -	Information And Arts Occupations		
13011	- Exhibits Specialist I		22.17
13012	- Exhibits Specialist II		27.46
	- Exhibits Specialist III		33.59
	- Illustrator I		21.90
	- Illustrator II		27.12
	- Illustrator III		33.18
	- Librarian		34.93
	- Library Aide/Clerk		15.76 30.83
	- Library Information Technology Systems istrator		30.03
	- Library Technician		22.62
	- Media Specialist I		22.02
	- Media Specialist II		20.00
	- Media Specialist III		24.46
	- Photographer I		18.65
	- Photographer II		20.87
13073	- Photographer III		25.85
13074	- Photographer IV		30.00
13075	- Photographer V		38.26
13090	- Technical Order Library Clerk		19.79
	- Video Teleconference Technician		23.22
	Information Technology Occupations		
	- Computer Operator I		19.71
	- Computer Operator II		22.05
	- Computer Operator III		24.58
	- Computer Operator IV - Computer Operator V		27.32
	- Computer Operator V - Computer Programmer I	(see 1)	30.25 25.98
	- Computer Programmer II	(see 1)	23.90
	- Computer Programmer III	(see 1)	
	- Computer Programmer IV	(see 1)	
	- Computer Systems Analyst I	(see 1)	
	- Computer Systems Analyst II	(see 1)	
	- Computer Systems Analyst III	(see 1)	
	- Peripheral Equipment Operator		19.71
14160	- Personal Computer Support Technician		27.32
	- System Support Specialist		38.57
	Instructional Occupations		
	- Aircrew Training Devices Instructor (Non-Rated)	35.72
	- Aircrew Training Devices Instructor (Rated)		43.22
	- Air Crew Training Devices Instructor (Pilot)		51.80
	- Computer Based Training Specialist / Instructor	r	35.72
	- Educational Technologist		32.16
	- Flight Instructor (Pilot)		51.80
	- Graphic Artist - Maintenance Test Pilot, Fixed, Jet/Prop		31.54 42.98
	- Maintenance Test Pilot, Rixed, Jet/Prop - Maintenance Test Pilot, Rotary Wing		42.98
	- Non-Maintenance Test/Co-Pilot		42.98
	- Technical Instructor		29.29
	- Technical Instructor/Course Developer		35.83
	- Test Proctor		23.65
	- Tutor		23.65
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occup	pations	

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16010	- Assembler	12.03
	- Counter Attendant	12.03
	- Dry Cleaner	15.08
	- Finisher, Flatwork, Machine	12.03
	- Presser, Hand	12.03
	- Presser, Machine, Drycleaning	12.03
	- Presser, Machine, Shirts	12.03
	- Presser, Machine, Wearing Apparel, Laundry	12.03
	- Sewing Machine Operator	15.99
	- Tailor	16.69
	- Washer, Machine	12.63
19000 -	Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	22.95
19040	- Tool And Die Maker	26.82
21000 -	Materials Handling And Packing Occupations	
21020	- Forklift Operator	18.23
21030	- Material Coordinator	25.47
21040	- Material Expediter	25.47
	- Material Handling Laborer	14.26
	- Order Filler	15.51
	- Production Line Worker (Food Processing)	18.23
	- Shipping Packer	18.63
	- Shipping/Receiving Clerk	18.63
	- Store Worker I	13.57
	- Stock Clerk	17.47
	- Tools And Parts Attendant	18.23
	- Warehouse Specialist	18.23
	Mechanics And Maintenance And Repair Occupations	~~ ~-
	- Aerospace Structural Welder	33.35
	- Aircraft Logs and Records Technician	26.14
	- Aircraft Mechanic I	31.04
	- Aircraft Mechanic II	33.35
	- Aircraft Mechanic III	33.67
	- Aircraft Mechanic Helper	23.36
23050	- Aircraft, Painter	28.69
23060	- Aircraft Servicer	26.14
	- Aircraft Survival Flight Equipment Technician	28.69
23080	- Aircraft Worker	27.42
23091	- Aircrew Life Support Equipment (ALSE) Mechanic	27.42
I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	31.04
II		
23110	- Appliance Mechanic	24.24
	- Bicycle Repairer	17.00
	- Cable Splicer	37.24
	- Carpenter, Maintenance	30.65
	- Carpet Layer	26.51
	- Electrician, Maintenance	34.10
	- Electronics Technician Maintenance I	26.39
	- Electronics Technician Maintenance II	20.39
	- Electronics Technician Maintenance III	28.80
	- Fabric Worker	26.65
	- Fire Alarm System Mechanic	29.80
	- Fire Extinguisher Repairer	25.42
	- Fuel Distribution System Mechanic	31.11
	- Fuel Distribution System Operator	24.65
	- General Maintenance Worker	23.18
	- Ground Support Equipment Mechanic	31.04
	- Ground Support Equipment Servicer	26.14
	- Ground Support Equipment Worker	27.42
	- Gunsmith I	25.42
23392	- Gunsmith II	28.05

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23393 - Gunsmith III	30.61
23410 - Heating, Ventilation And Air-Conditioning	28.44
Mechanic	
23411 - Heating, Ventilation And Air Contidioning	29.59
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	29.80
23440 - Heavy Equipment Operator	34.81
23460 - Instrument Mechanic	26.48
23465 - Laboratory/Shelter Mechanic 23470 - Laborer	29.33
23470 - Laborer 23510 - Locksmith	15.05 25.63
23510 - Machinery Maintenance Mechanic	25.63
23550 - Machinist, Maintenance	27.83
23580 - Maintenance Trades Helper	19.59
23591 - Metrology Technician I	26.48
23592 - Metrology Technician II	27.55
23593 - Metrology Technician III	28.65
23640 - Millwright	30.81
23710 - Office Appliance Repairer	25.51
23760 - Painter, Maintenance	26.66
23790 - Pipefitter, Maintenance	32.93
23810 - Plumber, Maintenance	31.55
23820 - Pneudraulic Systems Mechanic	30.61
23850 - Rigger	25.30
23870 - Scale Mechanic	28.05
23890 - Sheet-Metal Worker, Maintenance	30.93
23910 - Small Engine Mechanic	23.18
23931 - Telecommunications Mechanic I	33.63
23932 - Telecommunications Mechanic II	35.26
23950 - Telephone Lineman	34.77
23960 - Welder, Combination, Maintenance	25.30
23965 - Well Driller	30.61
23970 - Woodcraft Worker	30.61
23980 - Woodworker	25.42
24000 - Personal Needs Occupations	15 50
24550 - Case Manager 24570 - Child Care Attendant	15.78
24570 - Child Care Actendant 24580 - Child Care Center Clerk	14.11 17.60
24610 - Chore Aide	13.52
24620 - Family Readiness And Support Services	15.78
Coordinator	10.70
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.99
25040 - Sewage Plant Operator	26.84
25070 - Stationary Engineer	29.99
25190 - Ventilation Equipment Tender	23.21
25210 - Water Treatment Plant Operator	26.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.21
27007 - Baggage Inspector	15.85
27008 - Corrections Officer	32.52
27010 - Court Security Officer	31.35
27030 - Detection Dog Handler	18.95
27040 - Detention Officer	32.52
27070 - Firefighter	28.95
27101 - Guard I	15.85
27102 - Guard II 27121 - Doligo Officer I	18.95
27131 - Police Officer I 27132 - Police Officer II	30.38 33.76
28000 - Recreation Occupations	33.10
28040 - Recreation Occupations 28041 - Carnival Equipment Operator	14.15
20011 Calificat Equipment Operator	TI.T)

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28042 - Carnival Equipment Repairer		15.06
28043 - Carnival Worker		11.21
28210 - Gate Attendant/Gate Tender		16.24
28310 - Lifeguard		13.45
28350 - Park Attendant (Aide)		17.74
28510 - Recreation Aide/Health Facility Attendant		13.58
28515 - Recreation Specialist		22.62
28630 - Sports Official		14.47
28690 - Swimming Pool Operator		19.44
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		25.54
29020 - Hatch Tender		25.54
29030 - Line Handler		25.54
29041 - Stevedore I		26.29
29042 - Stevedore II		29.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	41.33
30011 - Air Traffic Control Specialist, Station (HFO)		28.50
30012 - Air Traffic Control Specialist, Terminal (HFC)) (see 2)	31.38
30021 - Archeological Technician I		21.07
30022 - Archeological Technician II		23.57
30023 - Archeological Technician III		29.20
30030 - Cartographic Technician		29.20
30040 - Civil Engineering Technician		26.54
30051 - Cryogenic Technician I		27.65
30052 - Cryogenic Technician II		30.54
30061 - Drafter/CAD Operator I		21.07
30062 - Drafter/CAD Operator II		23.57
30063 - Drafter/CAD Operator III		26.27
30064 - Drafter/CAD Operator IV		32.34
30081 - Engineering Technician I		17.29
30082 - Engineering Technician II		19.42
30083 - Engineering Technician III		21.74
30084 - Engineering Technician IV		26.93
30085 - Engineering Technician V		32.93
30086 - Engineering Technician VI		38.49
30090 - Environmental Technician		28.49
30090 - Environmental lechnician 30095 - Evidence Control Specialist		28.49
30210 - Laboratory Technician		24.98
		27.65
30221 - Latent Fingerprint Technician I		
30222 - Latent Fingerprint Technician II 30240 - Mathematical Technician		30.54 29.20
30361 - Paralegal/Legal Assistant I		20.44
30362 - Paralegal/Legal Assistant II		25.32
30363 - Paralegal/Legal Assistant III		30.97
30364 - Paralegal/Legal Assistant IV		37.46
30375 - Petroleum Supply Specialist		30.54
30390 - Photo-Optics Technician		29.20
30395 - Radiation Control Technician		30.54
30461 - Technical Writer I		26.59
30462 - Technical Writer II		32.52
30463 - Technical Writer III		39.36
30491 - Unexploded Ordnance (UXO) Technician I		26.26
30492 - Unexploded Ordnance (UXO) Technician II		31.78
30493 - Unexploded Ordnance (UXO) Technician III		38.09
30494 - Unexploded (UXO) Safety Escort		26.26
30495 - Unexploded (UXO) Sweep Personnel		26.26
30501 - Weather Forecaster I		32.34
30502 - Weather Forecaster II		39.33
30620 - Weather Observer, Combined Upper Air Or	(see 2)	26.27
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	29.20

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31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.78
31020 - Bus Aide	15.97
31030 - Bus Driver	21.20
31043 - Driver Courier	16.36
31260 - Parking and Lot Attendant	12.94
31290 - Shuttle Bus Driver	17.41
31310 - Taxi Driver	12.95
31361 - Truckdriver, Light	17.41
31362 - Truckdriver, Medium	18.70
31363 - Truckdriver, Heavy	24.44
31364 - Truckdriver, Tractor-Trailer	24.44
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.49
99030 - Cashier	11.25
99050 - Desk Clerk	14.08
99095 - Embalmer	31.93
99130 - Flight Follower	26.26
99251 - Laboratory Animal Caretaker I	17.67
99252 - Laboratory Animal Caretaker II	18.95
99260 - Marketing Analyst	33.00
99310 - Mortician	37.64
99410 - Pest Controller	20.42
99510 - Photofinishing Worker	14.55
99710 - Recycling Laborer	20.65
99711 - Recycling Specialist	23.98
99730 - Refuse Collector	18.99
99810 - Sales Clerk	13.61
99820 - School Crossing Guard	13.77
99830 - Survey Party Chief	29.34
99831 - Surveying Aide	19.41
99832 - Surveying Technician	26.68 15.89
99840 - Vending Machine Attendant 99841 - Vending Machine Repairer	18.68
99841 - Vending Machine Repairer 99842 - Vending Machine Repairer Helper	18.68
55042 - Vending Machine Repairer netper	10.09

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

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

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 conformances 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

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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

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(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.

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

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)).

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/ http://farsite.hill.af.mil

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/ http://farsite.hill.af.mil

(End of clause)