



Fulton County Board of Commissioners  
**Agenda Item Summary**

**# 18-0973**

**BOC Meeting Date**  
 12/19/2018

**Requesting Agency**

Emergency Communications 911

**Commission Districts Affected**

All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Mutual Agreement between Fulton County and the Chattahoochee River National Recreation Area, for the provision of the Digital 800 MHz Radio System Access, January 1, 2019 through December 31, 2019 with three (3) automatic renewals commencing January 1 of each successive year, ending December 31, 2022 in the amount of \$14,098.00 annually for years 2019 and 2020 and \$14,934.00 annually for years 2021 and 2022. This amount is a revenue increase to Fulton County for services provided.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes All People are safe

**Is this a purchasing item?**

No

**Summary & Background**

*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Request approval to enter into a Mutual Agreement with the Chattahoochee River National Recreation Area. It is desirable to have a unified system to include entities on the system that affect and further the goal of protecting the citizens and visitors of Fulton County's health, safety, and welfare, and provides public safety services to the citizens and visitors while visiting the CRNRA. The ability of public safety providers, police, fire, and EMS to communicate by radio on a common radio system increases the response effectiveness of first responders to emergency calls for service and mutual aid agencies that may be called upon to assist in the response. This agreement will allow Chattahoochee River National Recreation Area - National Park Services Police 38 radio unit access to operate on the Fulton County Digital 800 MHz radio system to handle calls for service within the CRNRA and provide interoperable communications when called upon by other Fulton County public safety agencies.

The Chattahoochee River National Recreation Area will pay Fulton County \$371.00 per radio or \$14,098.00 for 38 radios annually for years 2019 and 2020 and \$393.00 per radio or \$14,934.00 annually for years 2021 and 2022 to operate on the digital radio system. The per radio unit access fee will be used to support the annual maintenance, upgrade, and replacement of the Fulton County 800 MHz Public Safety Radio System. Fees received from the CRNRA for Digital 800 MHz radio system access is revenue in support of the recurring maintenance cost of the digital radio system.

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b> Joseph Barasoain, E911 Director	<b>Phone</b> (404) 612-7904	
<b>Signature</b>	<b>Date</b> 10/22/2018	

Revised 03/12/09 (Previous versions are obsolete)

**Contract & Compliance Information**

*(Provide Contractor and Subcontractor details.)*

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> Joseph Barasoain, E911 Director	<b>Phone</b> (404) 612-7904	
<b>Signature</b>	<b>Date</b> 10/22/2018	

Revised 03/12/09 (Previous versions are obsolete)

# # 18-0973

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b>	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
.				
<b>Exhibits Attached</b>	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Exhibit I: Mutual Agreement				
<b>Source of Additional Information</b>	<i>(Type Name, Title, Agency and Phone)</i>			
Treachous Bailey, E911 Deputy Director, Emergency Services, (404) 612-7903				

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> Joseph Barasoain, E911 Director	<b>Phone</b> (404) 612-7904	
<b>Signature</b>	<b>Date</b> 10/22/2018	

Revised 03/12/09 (Previous versions are obsolete)

**Procurement**

<b>Contract Attached:</b> Yes	<b>Previous Contracts:</b> Yes		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> Emergency Services	<b>Staff Contact:</b> Joseph Barasoain	<b>Contact Phone:</b> (404) 612-7904

**Description: Provision of 800MHz Digital Radio System Access**

**FINANCIAL SUMMARY**

<b>Total Contract Value:</b>		<b>MBE/FBE Participation:</b>	
Original Approved Amount:	.	Amount:	%. .
Previous Adjustments:	.	Amount:	%. .
This Request:	.	Amount:	%. .
<b>TOTAL:</b>	\$14,098.00	Amount:	%. .

**Grant Information Summary:**

Amount Requested:	.	<input type="checkbox"/>	Cash
Match Required:	.	<input type="checkbox"/>	In-Kind
Start Date:	.	<input type="checkbox"/>	Approval to Award
End Date:	.	<input type="checkbox"/>	Apply & Accept
Match Account \$:	.		

<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> 01/01/2019	<b>End Date:</b> 12/31/2022
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**  
(Do not edit below this line)

XX	Originating Department:	Barasoain, JosephJoseph Barasoain	Date: 12/10/201810/22/2018
X	County Attorney:	Loegel, Jonathan	Date: 12/10/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 12/11/2018

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 0040421119		PAGE ( 1   36 )	
2. CONTRACT NO. 140P5119C0003		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Jade Bynum			b. TELEPHONE NUMBER (No collect calls) (404) 507-5756		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY NPS SER EAST MABO 100 Alabama St., SW 1924 Building Atlanta GA 30303-8701			CODE PSE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 517312 SIZE STANDARD: 1,500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO NPS, Chattahoochee River NRA 1978 Island Ford Parkway Sandy Springs GA 30350			CODE 0009060250	16. ADMINISTERED BY NPS SER EAST MABO 100 Alabama St., SW 1924 Building Atlanta GA 30303-8701		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR FULTON, COUNTY OF Attn: ATTN GOVERNMENT POC 141 PRYOR ST SW STE. 10061 ATLANTA GA 30303-3464		CODE 0070142323	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury <a href="http://www.ipp.gov">http://www.ipp.gov</a>		CODE IPP INV	
TELEPHONE NO. 000-000-0000				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2019 agreement with Fulton County Emergency Communications, Atlanta, Ga, to maintain radio technical assistance.  COR for this project is:  Chip Bradley Facility Manager Chattahoochee River NRA 1978 Island Ford Parkway Sandy Springs, GA 30350 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$14,098.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Celinda Hicks		12/07/2018	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	678-538-1301 (office) 404-859-6181 (cell)  Park POC: Jeffrey Glossop, Email - jeff_glossop@nps.gov, Phone - 678-538-1262 Legacy Doc #: NPS CO Invoice Review Required: Y Period of Performance: 01/01/2019 to 12/31/2019  Base Year- 800Mhz Radio Service 01/01/2019-12/31/2019 Obligated Amount: \$14,098.00  Delivery: 12/31/2019 Accounting Info: 01 Account Assignm: K G/L Account: 6100.257J0 Business Area: P000 Commitment Item: 257J00 Cost Center: PPSECHAT00 Functional Area: PPMRLE1Z.Y00000 Fund: 199P103601 Fund Center: PPSECHAT00 PR Acct Assign: 01 Funded: \$14,098.00				14,098.00
00011	Option Year One- 800Mhz Radio Service 01/01/2020-12/31/2020 Amount: \$14,098.00 (Option Line Item) 01/01/2020  Delivery: 12/31/2020 Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)

NAME OF OFFEROR OR CONTRACTOR  
FULTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: Funded: \$0.00				
00012	Option Year Two- 800Mhz Radio Service 01/01/2021-12/31/2021 Amount: \$14,934.00 (Option Line Item) 01/01/2021  Delivery: 12/31/2021				0.00
00013	Option Year Three- 800Mhz Radio Service 01/01/2022-12/31/2022 Amount: \$14,934.00 (Option Line Item) 01/01/2022  Delivery: 12/31/2022				0.00
	The total amount of award: \$58,064.00. The obligation for this award is shown in box 26.				





**Contract Specialist**

Jade Bynum

[jade\\_bynum@nps.gov](mailto:jade_bynum@nps.gov)

Telephone No.: (404) 507-5756

**Contacting Officer**

Celinda Hicks

[celinda\\_hicks@nps.gov](mailto:celinda_hicks@nps.gov)

Telephone No.: (404) 507-5625

Reference Purchase Order/Contract Number on all invoices for identification purposes or invoice will be returned to you.

(End of clause)

PAYMENTS: An internet based system is available to track payments. The system is called PAID. It is free to vendors with internet access. Vendors register on-line by going to <http://fms.treas.gov/paid> (please note, there is no "www"). Registration is done using the vendor taxpayer Identification Number (TIN) and then selecting a user ID, password, and a specific method of delivery. PAID provides the invoice number, payment amount, date of payment. The data is available for 60 days.

**52.252-02            CLAUSES INCORPORATED BY REFERENCE            Feb-98**

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 <http://www.arnet.gov/far>.

(End of clause)

**52.212-4            TERMS AND CONDITIONS - COMMERCIAL ITEMS    JAN 2017**

As prescribed in 12.301(b)(3), insert the following clause:

**Contract Terms and Conditions -- Commercial Items (Jan 2017)**

**(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --**

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

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

**(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.**

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

**(d) Disputes.** This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

**(g) Invoice.**

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

**(i)** Name and address of the Contractor;

**(ii)** Invoice date and number;

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

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

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

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

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

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

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

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

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

**(B)** If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic

**Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.**

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

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

**(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.**

**(i) Payment.**

**(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.**

**(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.**

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

**(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.**

**(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—**

**(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—**

**(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);**

**(B) Affected contract number and delivery order number, if applicable;**

**(C) Affected line item or subline item, if applicable; and**

**(D) Contractor point of contact.**

**(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.**

**(6) Interest.**

**(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in**

(i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its

suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(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.**

**(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 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 of the FAR;**

**(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 FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.**

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

**(u) Unauthorized Obligations.**

**(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use 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.**

As prescribed in 12.301(b)(4), insert the following clause:

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) (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].

X\_\_ (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 (Jul 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.
- (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. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (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 (Jul 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 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 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, GSA, DoD 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 (Jun 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 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.

(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®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

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

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

(46) 52.223-21, Foams (Jun 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).

(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)).

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

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 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) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment

(May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 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).

\_\_\_ (7) 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).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

(e)(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)

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

Alternate I (Mar 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).

(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, GSA, DoD 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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(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)

**52.213-1**

**FAST PAYMENT PROCEDURE**

**May-2006**

As prescribed in 13.404, insert the following clause:

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to-

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall-

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall-

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice "FAST PAY." Invoices not prominently marked "FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either-

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level-

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(6) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

(i) Ship-To Point.

(ii) Mark-For Point.

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(7) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(D) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(E) FAST PAY container identification. The Contractor shall mark all outer shipping containers "FAST PAY" When outer shipping containers are not marked "FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply. (End of Clause)



52.222-26 EQUAL OPPORTUNITY

As prescribed in 22.910E, insert the following clause:

EQUAL OPPORTUNITY (SEPT 2016)

(a) Definition. As used in this clause.

“Compensation” means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

“Compensation information” means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor’s profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

“Essential job functions” means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if–

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

“United States,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—

- (A) Incorporation into existing employee manuals or handbooks; and
- (B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor

shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

## **2 INVOICES**

### **DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) APRIL 2013**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

“Payment request” means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

The contractor must submit to the CO and the COR the payroll for the general contractor and any applicable sub-contractors and an updated schedule.

The contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instruction via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment the Contractor must submit a waiver request in writing to the Contracting Office with its proposal or quotation.

(End of Local Clause)

**DOI TEXT MESSAGING Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving (October 2009)**

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (Ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately bans text messaging while driving company-owned or rented vehicles, government owned or leased vehicles, or while driving privately owned vehicles while on official government business or when performing any work for or on behalf of the government.

(End Local Clauses)

**52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days.

(End of Clause)

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years and 6 months (months)(years).

(End of Clause)

WAGE DETERMINATION

WD 15-4471 (Rev.-10) was first posted on www.wdol.gov on 07/10/2018

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor |

WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms Division of |  
Director Wage Determinations|

Wage Determination No.: 2015-4471  
Revision No.: 10  
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Georgia

Area: Georgia Counties of Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Haralson, Henry, Morgan, Newton, Paulding, Pickens, Rockdale, Spalding, Walton

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

OCCUPATION CODE - TITLE RATE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.53
01012 - Accounting Clerk II	17.43
01013 - Accounting Clerk III	19.50
01020 - Administrative Assistant	28.01
01035 - Court Reporter	23.02
01041 - Customer Service Representative I	13.21
01042 - Customer Service Representative II	14.84
01043 - Customer Service Representative III	16.20
01051 - Data Entry Operator I	13.84
01052 - Data Entry Operator II	15.70
01060 - Dispatcher, Motor Vehicle	19.15
01070 - Document Preparation Clerk	16.06
01090 - Duplicating Machine Operator	16.06
01111 - General Clerk I	13.43
01112 - General Clerk II	14.84
01113 - General Clerk III	16.45
01120 - Housing Referral Assistant	21.85

01141 - Messenger Courier	13.73
01191 - Order Clerk I	14.49
01192 - Order Clerk II	15.81
01261 - Personnel Assistant (Employment) I	16.68
01262 - Personnel Assistant (Employment) II	18.66
01263 - Personnel Assistant (Employment) III	20.90
01270 - Production Control Clerk	22.39
01290 - Rental Clerk	15.21
01300 - Scheduler, Maintenance	16.13
01311 - Secretary I	16.13
01312 - Secretary II	18.05
01313 - Secretary III	20.13
01320 - Service Order Dispatcher	15.87
01410 - Supply Technician	28.01
01420 - Survey Worker	18.40
01460 - Switchboard Operator/Receptionist	14.18
01531 - Travel Clerk I	15.13
01532 - Travel Clerk II	16.54
01533 - Travel Clerk III	17.80
01611 - Word Processor I	14.36
01612 - Word Processor II	16.12
01613 - Word Processor III	18.30
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.36
05010 - Automotive Electrician	21.55
05040 - Automotive Glass Installer	20.18
05070 - Automotive Worker	20.18
05110 - Mobile Equipment Servicer	17.47
05130 - Motor Equipment Metal Mechanic	23.36
05160 - Motor Equipment Metal Worker	20.18
05190 - Motor Vehicle Mechanic	23.36
05220 - Motor Vehicle Mechanic Helper	17.56
05250 - Motor Vehicle Upholstery Worker	19.05
05280 - Motor Vehicle Wrecker	20.18
05310 - Painter, Automotive	21.55
05340 - Radiator Repair Specialist	20.18
05370 - Tire Repairer	13.83
05400 - Transmission Repair Specialist	23.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.20
07041 - Cook I	11.95
07042 - Cook II	13.79
07070 - Dishwasher	10.24
07130 - Food Service Worker	10.01
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.47
09040 - Furniture Handler	12.05
09080 - Furniture Refinisher	16.23
09090 - Furniture Refinisher Helper	12.55
09110 - Furniture Repairer, Minor	14.76
09130 - Upholsterer	16.23
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.99
11060 - Elevator Operator	10.99

# # 18-0973

11090 - Gardener	19.22
11122 - Housekeeping Aide	11.36
11150 - Janitor	11.36
11210 - Laborer, Grounds Maintenance	13.80
11240 - Maid or Houseman	9.54
11260 - Pruner	13.31
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	13.80
11360 - Window Cleaner	13.54
12000 - Health Occupations	
12010 - Ambulance Driver	16.75
12011 - Breath Alcohol Technician	19.89
12012 - Certified Occupational Therapist Assistant	32.18
12015 - Certified Physical Therapist Assistant	27.66
12020 - Dental Assistant	18.84
12025 - Dental Hygienist	34.85
12030 - EKG Technician	28.15
12035 - Electroneurodiagnostic Technologist	28.15
12040 - Emergency Medical Technician	16.75
12071 - Licensed Practical Nurse I	17.72
12072 - Licensed Practical Nurse II	19.89
12073 - Licensed Practical Nurse III	21.97
12100 - Medical Assistant	16.22
12130 - Medical Laboratory Technician	19.09
12160 - Medical Record Clerk	17.23
12190 - Medical Record Technician	19.27
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	36.56
12221 - Nursing Assistant I	11.46
12222 - Nursing Assistant II	12.89
12223 - Nursing Assistant III	14.06
12224 - Nursing Assistant IV	15.79
12235 - Optical Dispenser	17.05
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	14.87
12280 - Phlebotomist	16.04
12305 - Radiologic Technologist	28.03
12311 - Registered Nurse I	24.94
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	35.38
12315 - Registered Nurse III, Anesthetist	35.38
12316 - Registered Nurse IV	42.41
12317 - Scheduler (Drug and Alcohol Testing)	23.23
12320 - Substance Abuse Treatment Counselor	22.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.57
13012 - Exhibits Specialist II	24.22
13013 - Exhibits Specialist III	29.62
13041 - Illustrator I	20.89
13042 - Illustrator II	23.52
13043 - Illustrator III	28.34
13047 - Librarian	28.42
13050 - Library Aide/Clerk	13.39
13054 - Library Information Technology Systems Administrator	25.67

13058 - Library Technician	16.87
13061 - Media Specialist I	18.52
13062 - Media Specialist II	20.71
13063 - Media Specialist III	23.09
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.50
13074 - Photographer IV	27.97
13075 - Photographer V	33.14
13090 - Technical Order Library Clerk	16.19
13110 - Video Teleconference Technician	20.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.20
14042 - Computer Operator II	19.24
14043 - Computer Operator III	21.45
14044 - Computer Operator IV	23.84
14045 - Computer Operator V	26.40
14071 - Computer Programmer I	(see 1) 25.09
14072 - Computer Programmer II	(see 1) 27.01
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.20
14160 - Personal Computer Support Technician	23.84
14170 - System Support Specialist	34.63
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.93
15020 - Aircrew Training Devices Instructor (Rated)	35.00
15030 - Air Crew Training Devices Instructor (Pilot)	41.95
15050 - Computer Based Training Specialist / Instructor	28.93
15060 - Educational Technologist	33.91
15070 - Flight Instructor (Pilot)	41.95
15080 - Graphic Artist	24.69
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.93
15086 - Maintenance Test Pilot, Rotary Wing	41.93
15088 - Non-Maintenance Test/Co-Pilot	41.93
15090 - Technical Instructor	25.50
15095 - Technical Instructor/Course Developer	31.18
15110 - Test Proctor	20.57
15120 - Tutor	20.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.93
16030 - Counter Attendant	9.93
16040 - Dry Cleaner	12.93
16070 - Finisher, Flatwork, Machine	9.93
16090 - Presser, Hand	9.93
16110 - Presser, Machine, Drycleaning	9.93
16130 - Presser, Machine, Shirts	9.93
16160 - Presser, Machine, Wearing Apparel, Laundry	9.93
16190 - Sewing Machine Operator	14.02
16220 - Tailor	15.09
16250 - Washer, Machine	10.97
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.66



# # 18-0973

19040 - Tool And Die Maker	22.92
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.74
21030 - Material Coordinator	22.39
21040 - Material Expediter	22.39
21050 - Material Handling Laborer	13.01
21071 - Order Filler	13.62
21080 - Production Line Worker (Food Processing)	15.74
21110 - Shipping Packer	14.69
21130 - Shipping/Receiving Clerk	14.69
21140 - Store Worker I	11.78
21150 - Stock Clerk	18.04
21210 - Tools And Parts Attendant	15.74
21410 - Warehouse Specialist	15.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	35.62
23019 - Aircraft Logs and Records Technician	27.46
23021 - Aircraft Mechanic I	33.43
23022 - Aircraft Mechanic II	35.62
23023 - Aircraft Mechanic III	37.70
23040 - Aircraft Mechanic Helper	23.93
23050 - Aircraft, Painter	29.39
23060 - Aircraft Servicer	27.46
23070 - Aircraft Survival Flight Equipment Technician	29.39
23080 - Aircraft Worker	29.23
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.23
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.43
23110 - Appliance Mechanic	18.74
23120 - Bicycle Repairer	16.57
23125 - Cable Splicer	24.27
23130 - Carpenter, Maintenance	20.20
23140 - Carpet Layer	18.59
23160 - Electrician, Maintenance	22.70
23181 - Electronics Technician Maintenance I	26.61
23182 - Electronics Technician Maintenance II	28.74
23183 - Electronics Technician Maintenance III	30.35
23260 - Fabric Worker	18.11
23290 - Fire Alarm System Mechanic	18.40
23310 - Fire Extinguisher Repairer	16.57
23311 - Fuel Distribution System Mechanic	22.06
23312 - Fuel Distribution System Operator	16.26
23370 - General Maintenance Worker	17.92
23380 - Ground Support Equipment Mechanic	33.43
23381 - Ground Support Equipment Servicer	27.46
23382 - Ground Support Equipment Worker	29.23
23391 - Gunsmith I	18.65
23392 - Gunsmith II	20.94
23393 - Gunsmith III	22.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.51
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.67
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	18.92

23460 - Instrument Mechanic	26.70
23465 - Laboratory/Shelter Mechanic	21.04
23470 - Laborer	11.97
23510 - Locksmith	20.58
23530 - Machinery Maintenance Mechanic	23.87
23550 - Machinist, Maintenance	19.67
23580 - Maintenance Trades Helper	13.78
23591 - Metrology Technician I	26.70
23592 - Metrology Technician II	28.13
23593 - Metrology Technician III	29.63
23640 - Millwright	25.15
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	17.46
23790 - Pipefitter, Maintenance	23.34
23810 - Plumber, Maintenance	22.10
23820 - Pneudraulic Systems Mechanic	22.22
23850 - Rigger	23.43
23870 - Scale Mechanic	19.66
23890 - Sheet-Metal Worker, Maintenance	19.19
23910 - Small Engine Mechanic	19.20
23931 - Telecommunications Mechanic I	29.38
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	20.47
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	19.00
23970 - Woodcraft Worker	22.22
23980 - Woodworker	16.57
24000 - Personal Needs Occupations	
24550 - Case Manager	14.03
24570 - Child Care Attendant	10.42
24580 - Child Care Center Clerk	12.99
24610 - Chore Aide	10.93
24620 - Family Readiness And Support Services Coordinator	14.03
24630 - Homemaker	16.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.90
25040 - Sewage Plant Operator	19.86
25070 - Stationary Engineer	28.90
25190 - Ventilation Equipment Tender	17.99
25210 - Water Treatment Plant Operator	19.86
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	12.96
27008 - Corrections Officer	17.31
27010 - Court Security Officer	17.99
27030 - Detection Dog Handler	16.44
27040 - Detention Officer	17.31
27070 - Firefighter	18.66
27101 - Guard I	12.96
27102 - Guard II	16.44
27131 - Police Officer I	19.74
27132 - Police Officer II	21.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.52
28042 - Carnival Equipment Repairer	14.90

# # 18-0973

28043 - Carnival Worker	9.30
28210 - Gate Attendant/Gate Tender	15.26
28310 - Lifeguard	11.33
28350 - Park Attendant (Aide)	17.08
28510 - Recreation Aide/Health Facility Attendant	11.27
28515 - Recreation Specialist	18.17
28630 - Sports Official	12.93
28690 - Swimming Pool Operator	18.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.69
29020 - Hatch Tender	22.69
29030 - Line Handler	22.69
29041 - Stevedore I	20.91
29042 - Stevedore II	24.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.63
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.42
30021 - Archeological Technician I	19.76
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	27.39
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	23.31
30051 - Cryogenic Technician I	27.27
30052 - Cryogenic Technician II	30.12
30061 - Drafter/CAD Operator I	19.76
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.91
30064 - Drafter/CAD Operator IV	29.42
30081 - Engineering Technician I	16.64
30082 - Engineering Technician II	20.00
30083 - Engineering Technician III	20.90
30084 - Engineering Technician IV	26.47
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.02
30090 - Environmental Technician	24.13
30095 - Evidence Control Specialist	24.63
30210 - Laboratory Technician	19.90
30221 - Latent Fingerprint Technician I	24.60
30222 - Latent Fingerprint Technician II	27.16
30240 - Mathematical Technician	25.03
30361 - Paralegal/Legal Assistant I	19.99
30362 - Paralegal/Legal Assistant II	24.77
30363 - Paralegal/Legal Assistant III	30.29
30364 - Paralegal/Legal Assistant IV	36.64
30375 - Petroleum Supply Specialist	30.12
30390 - Photo-Optics Technician	26.56
30395 - Radiation Control Technician	30.12
30461 - Technical Writer I	26.07
30462 - Technical Writer II	30.07
30463 - Technical Writer III	36.37
30491 - Unexploded Ordnance (UXO) Technician I	25.46
30492 - Unexploded Ordnance (UXO) Technician II	30.80
30493 - Unexploded Ordnance (UXO) Technician III	36.92
30494 - Unexploded (UXO) Safety Escort	25.46
30495 - Unexploded (UXO) Sweep Personnel	25.46

30501 - Weather Forecaster I	27.27
30502 - Weather Forecaster II	33.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.91
30621 - Weather Observer, Senior	(see 2) 27.39
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.80
31020 - Bus Aide	11.49
31030 - Bus Driver	17.43
31043 - Driver Courier	14.91
31260 - Parking and Lot Attendant	9.50
31290 - Shuttle Bus Driver	16.44
31310 - Taxi Driver	10.70
31361 - Truckdriver, Light	16.44
31362 - Truckdriver, Medium	17.97
31363 - Truckdriver, Heavy	20.87
31364 - Truckdriver, Tractor-Trailer	20.87
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.02
99030 - Cashier	9.25
99050 - Desk Clerk	10.09
99095 - Embalmer	26.90
99130 - Flight Follower	25.46
99251 - Laboratory Animal Caretaker I	11.92
99252 - Laboratory Animal Caretaker II	13.14
99260 - Marketing Analyst	29.21
99310 - Mortician	29.59
99410 - Pest Controller	16.11
99510 - Photofinishing Worker	16.45
99710 - Recycling Laborer	17.91
99711 - Recycling Specialist	22.54
99730 - Refuse Collector	15.57
99810 - Sales Clerk	13.50
99820 - School Crossing Guard	13.53
99830 - Survey Party Chief	23.58
99831 - Surveying Aide	13.84
99832 - Surveying Technician	19.49
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.93
99842 - Vending Machine Repairer Helper	11.69

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

stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

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

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

HOLIDAYS: A minimum of 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 screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

## INVOICES

Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP)  
(September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: Vendor to attach supporting documents with invoice.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or



quotation.  
(End of Local Clause)

Non-Personal Services

As stated in the Federal Register, Volume 57, No. 190, page 45096, dated September 30, 1992, Policy Letter on Inherently Governmental Function, no personal services shall be performed under this contract. All work requirements shall flow only from Project Officer to the Contractor Employee. No Contractor Employee shall be directly supervised by the Government. The applicable employee supervisor shall give all individual employee assignments and daily work direction. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently governmental action under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor and specify the name of the company for which they work. In all communications with the Government contractors in connection with this contract, the Contractor employee shall state that he/she has no authority to, in any way, change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the provisions of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

(End of clause)