SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: NB194000-26-01569

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1333ND26QNB190292

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: SHAWN BORISOW
SHAWN.BORISOW@NIST.GOV

b. TELEPHONE NUMBER *(No collect calls)*: (303) 497-5432

8. OFFER DUE DATE/ LOCAL TIME: JUL 21, 2026 3:00 PM MT

9. ISSUED BY CODE 000014

NATIONAL INST OF STDS AND TECHNOLOGY
325 BROADWAY
BOULDER CO 80305-3328

10. THIS ACQUISITION IS
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] UNRESTRICTED OR
- [X] SET ASIDE: 100 % FOR:
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 811310

SIZE STANDARD: $12.5 M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE 000014
NATIONAL INST OF STDS AND TECHNOLOGY
325 BROADWAY
BOULDER CO 80305-3328

16. ADMINISTERED BY CODE

17a CONTRACTOR/ OFFEROR. CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REF. _____ 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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

GENERAL AWARD INFORMATION

1. **Contract Type: Firm-Fixed-Price (FFP)**

2. **Contractor's Point of Contact:**

   Name: _____
   Phone: _____
   Email: _____

3. **Designated Government Official:**

   _XX____ Contracting Officer
   _____ Contracting Officer's Representative (COR)
   Name: To Be Determined at Award
   Phone: To Be Determined at Award
   Email: To Be Determined at Award

   _____ Other, Alternate Contracting Officer Representative (ACOR):

4. **The contractor shall submit invoices to invoice@nist.gov.**

5. **Additional Information:**

   Invoices shall require Contracting Officer approval for payment.

ADDENDUM TO FAR 52.212-1 1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION January 2026)

Instructions, Conditions, Notices to Offerors
Proposal Submission, Pre-Proposal Site Visit and Questions and Answer Requirements:

a. **Factor 1 - Technical Approach:**
Submittal Requirement: The offeror shall submit a Plan of Approach (use diagrams, tables, etc., when appropriate) describing the Offeror's approach to accomplishing the requirements of the solicitation. The technical approach shall include a clear approach to completing aspect of work, means/methods of accomplishing tasks to be performed, material data/information specific to replacement item(s), details specific to support the offeror's proposed schedules, quality control and safety process(es), Communications diagram, and a complete listing of anticipated subcontractors by discipline.

(a) The plan of approach shall not exceed 20 single-sided pages (8.5" x 11") in length using no smaller than 11-point font. *Please note, material data / information cut sheets do not count toward the 3-page limit.

(b) The plan of approach shall also include the offeror's approach to quality control and safety.

b. **Factor 2 – Schedule:**
Submittal Requirements: The Offeror shall submit a proposed period of performance and corresponding schedule for all definable features of work to perform the preventative maintenance for portions of the statement of work. See attached statement of work document for additional details. The Offeror shall complete and submit the following:

(a) A project schedule in Gantt chart format, sufficiently detailed to show all the definable features of work, sequence of events pertinent to the attached work statement. The schedule should illustrate the Offeror's capability and understanding of completing the work requirement for all performance periods. Note that **ALL** material lead time and shut down coordination shall be included in the period of performance and corresponding schedule. Schedule is not required to be cost loaded.

(b) The period of performance should be prepared to begin on **August 16, 2026.**

c. **Factor 3 – Past Performance**
The past performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by the Offeror's record of past performance. In this context, "offeror" refers to the prime contractor. Present and past performance shall be evaluated as a measure of the Government's confidence in the Offeror's ability to successfully perform based on previous and current contract efforts.

The Offeror shall submit a complete Past Performance Questionnaire (PPQ) for a minimum of one (1) and up to three (3) recent and relevant projects.

d. Factor 4 - Price:

Submittal Requirements: **The Offeror shall submit a complete price proposal.** Price proposals shall include the information identified below:

(a) Offer shall complete and submit Pages 1 through 4 of the Solicitation, Standard Form (SF) 1442. Complete Blocks 14, 15, 17, 18, 19, and 20A through 20C of the SF 1442. An official having the authority to contractually bind the Offeror's company must sign the SF 1442.

(b) Return a completed, Representations and Certifications included in the solicitation.

(c) Complete and submit Price Proposal identifying lump sum price provided on Page 4 of the Solicitation.

(d) In addition to the lump sum pricing, a detailed cost breakdown for CLINs X001 through X007 is also required. Details should be sufficient to identify each offeror’s major disciplines of work, labor, materials, bonding/insurance, profit, overhead, and include the relevant divisions listed in Section X, Submittals, of the statement of work. Profit and overhead details must be listed separately.

1. The Government shall not be liable for any costs incurred by the offeror attending the site visit or submitting a proposal in response to this solicitation.

2. In the event there are any inconsistencies between the base contract requirements and the Task Order SOW(s), the contractor shall bring these to the attention of the contracting officer **not later than the site visit**.

3. List of individuals attending the site visit is due to the POC listed in Block 9 of the SF 1442 no later than **2:00 PM (MT) / 05 JUL 2026**. Submitted names shall be first, middle, and last name.

   The site visit is scheduled for **2:00 PM (MT) / 06 JUL 2026**. Meet at the entrance of building number 25 and from there will be various locations.

4. Any questions related to this solicitation must be received by the POC listed in Block 9 of the SF 1442 no later than **3:00 PM (MT) / 14 JUL 2026**.

ADDEMDUM TO 52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION January 2026)

EVALUATION FACTORS FOR AWARD

1. BASIS FOR AWARD:

a. The Contracting Officer intends to award a Firm Fixed-Price (FFP) contract to the responsible Offeror whose proposal the Contracting Officer determines represents the best value, price and other factors considered.

2. EVALUATION

a. Relative Importance of Evaluation Factors:

i. The evaluation factors include: Factor 1 – Technical Approach, Factor 2 – Schedule, Factor 3 – Past Performance, Factor 4 – Price. The non-price factors are Factors 1, 2, and 3. Factors 1, and 2 are relatively equal, and when combined more important than Factor 3. **All non-price factors (1 – 3) when combined are more importance than Factor 4 (price factor)**

ii. The Contracting Officer intends to award a contract to the Offeror whose proposal they determine represents a technically acceptable and fair and reasonable price to the government. The Contracting Officer reserves the right to make no award.

b. Factor 1 – Technical Approach

Evaluation of this factor is a subjective evaluation of the Offeror’s understanding of the solicitation requirements (clauses, provisions, and the SOWs) and demonstrates ability to meet contract requirements and SOWs based on the offeror’s proposed technical approach. A technical proposal that demonstrates a thorough understanding of all solicitation and project requirements will be rated higher than a proposal that does not clearly detail an approach, does not adequately address all aspects of the solicitation and project, and/or does not demonstrate the offeror’s technical capability to perform the work. Offerors must demonstrate the ability to mobilize and commence work within 10 calendar days of notice to proceed. This may include evidence of current operations, personnel availability, or other resources sufficient to perform the work in the project location. Additionally, if the Contracting Officer determines a technical proposal is primarily a copy and paste version of a SOW and solicitation requirements it may be removed from any further consideration for award.

c. Factor 2 – Schedule

Evaluation of this factor is a subjective evaluation of the Offeror’s understanding of the work. A schedule offering a shorter period of performance while demonstrating understanding of the requirements of the statement of work may receive a higher rating. The schedule will be evaluated in terms of completeness, timeliness of completion, and to ensure it presents a thorough understanding of the work required.

d. **Factor 3 – Past Performance**
Evaluation of this factor is a subjective evaluation and will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation requirements as indicated by the Offeror's record of past performance. In the absence of past performance the Offeror shall be rated as neutral in rating.

e. **Factor 4 – Price**
Price will be evaluated based on the total price. The Government has requested, and shall evaluate, each Offeror's detailed cost breakdown to determine the reasonableness and completeness of the price proposals. The Government will not conduct price realism as a part of price evaluation. One or more of the following techniques will be used to ensure a fair and reasonable price:

i. Comparison of proposed prices/costs received in response to the solicitation.
ii. Comparison of proposed prices/costs with the Independent Government Estimate.
iii. Comparison of proposed prices/costs with available historical information.

f. ADJECTIVAL RATINGS

The following adjectival ratings will be used to evaluate timely received Offerors submissions in response to this solicitation:

Adjectival Rating	Description
Excellent (E)	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements.
Good (G)	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. The quote includes strengths that will benefit the Government. And identified weakness has little potential to cause disruption of schedule or degradation of performance. Risk of unsuccessful performance is low.
Satisfactory (S)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. The proposal has no deficiencies but may include some weaknesses that can potentially cause disruption of schedules or degradation of performance. Risk of unsuccessful performance is no worse than moderate.
Marginal (M)	Proposal has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. The proposal has some weakness the will likely cause disruption of schedules or degradation of performance. Risk of unsuccessful performance is high.
Unacceptable (U)	Proposal does not meet requirements. Weaknesses may outweigh strengths or quote contains one or more deficiencies. The proposal presents an unacceptable risk and cannot meet the requirements without revisions. Proposal is unawardable.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Base Year (BY), FMD-B, Annual PM Service				
0001	Base Year (BY), FMD-B, perform one (1) annual preventative maintenance service in accordance with the SOW and attached generator job plans for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, and 01-EMG-W5-001 Period of Performance: 08/16/2026 to 08/15/2027	**1.00**	JB	_____	_____
	Base Year (BY), FMD-B, Repair and Replacement			NTE	NTE
0002	Base Year (BY), FMD-B, Repair and Replacement. The contractor shall provide all labor, equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time $_____ Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $30,000.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2026 to 08/15/2027	**1.00**	JB	_____	_____
	Base Year (BY), Time and Frequency, PM				
0003	Base Year (BY), Time and Frequency, perform one (1) annual preventive maintenance service, and one (1) semi-annual operational check on the WWVB and WWV generators EMG-W-018 and EMG-W-019 in Fort Collins Colorado. The three Boulder time and frequency generators: 01-P-EMG-029, EMG-005, 81-EMG-026 and Kauai EMG-H-016 only require an annual service. EMG-W-018, EMG-W-019. EMG-005, 81-EMG-026, EMG-H-016, and 01-P-EMG-029 Period of Performance: 08/16/2026 to 08/15/2027	**1.00**	JB	_____	_____
	Base Year (BY), Time & Frequency, Repair and Replacement.			NTE	NTE
0004	Base Year (BY), Time & Frequency, Repair and Replacement. The contractor shall provide all labor equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time: $_____Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO.	**1.00**	JB	_____	_____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $2,500.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2026 to 08/15/2027				
	Base Year (BY), NTIA, Annual PM				
0005	Base Year (BY), NTIA, perform one (1) annual preventative maintenance service in accordance with the SOW and attached Generator Job Plans for Boulder generator EMG-020 and EMG-027. Period of Performance: 08/16/2026 to 08/15/2027	**1.00**	JB	_____	_____
	Base Year (BY), FMD-B, NTIA, and Time & Frequency, Annual Load Bank Testing				
0006	Base Year (BY), FMD-B, NTIA, and Time & Frequency, perform one (1) annual load bank testing in accordance with the SOW and attached job plan for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, 01-EMG-W5-001, EMG-W-018, EMG-W-019, EMG-005, 81-EMG-026, EMG-H-016, 01-P-EMG-029, EMG-020, and EMG-029 Period of Performance: 08/16/2026 to 08/15/2027	**1.00**	JB	_____	_____
	Base Year (BY), FMD-B, 1 5-year ATS Inspection				
0007	Base Year (BY), FMD-B, perform one (1) five (5)-year ATS inspection in accordance with the SOW and attached job plan for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, and 01-EMG-W5-001. Period of Performance: 08/16/2026 to 08/15/2027	**1.00**	JB	_____	_____
	Option Year 1 (OY1), FMD-B, Annual PM Service				OPT
1001	Option Year 1 (OY1), FMD-B, perform one (1) annual preventative maintenance service in accordance with the SOW and attached generator job plans for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, and 01-EMG-W5-001 Period of Performance: 08/16/2027 to 08/15/2028	**1.00**	JB	_____	_____
	Option Year 1 (OY1), FMD-B, Repair and Replacement			NTE	NTE/OPT
1002	Option Year 1 (OY1), FMD-B, Repair and Replacement. The contractor shall provide all labor, equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time $_____ Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO.	**1.00**	JB	_____	_____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $30,000.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2027 to 08/15/2028				
	Option Year 1 (OY1), Time and Frequency, PM				
1003	Option Year 1 (OY1), Time and Frequency, perform one (1) annual preventive maintenance service, and one (1) semi-annual operational check on the WWVB and WWV generators EMG-W-018 and EMG-W-019 in Fort Collins Colorado. The three Boulder time and frequency generators: 01-P-EMG-029, EMG-005, 81-EMG-026 and Kauai EMG-H-016 only require an annual service. EMG-W-018, EMG-W-019. EMG-005, 81-EMG-026, EMG-H-016, and 01-P-EMG-029 Period of Performance: 08/16/2027 to 08/15/2028	**1.00**	JB	_____	OPT _____
	Option Year 1 (OY1), Time & Frequency, Repair and Replacement.				
1004	Option Year 1 (OY1), Time & Frequency, Repair and Replacement. The contractor shall provide all labor equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time: $_____Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $2,500.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2027 to 08/15/2028	**1.00**	JB	NTE _____	NTE/OPT _____
	Option Year 1 (OY1), NTIA, Annual PM				
1005	Option Year 1 (OY1), NTIA, perform one (1) annual preventative maintenance service in accordance with the SOW and attached Generator Job Plans for Boulder generator EMG-020 and EMG-027. Period of Performance: 08/16/2027 to 08/15/2028	**1.00**	JB	_____	OPT _____
	Option Year 1 (OY1), FMD-B, NTIA, and Time & Frequency, Annual Load Bank Testing				
1006	Option Year 1 (OY1), FMD-B, NTIA, and Time & Frequency, perform one (1) annual load bank testing in accordance with the SOW and attached job plan for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, 01-EMG-W5-001, EMG-W-018, EMG-W-019, EMG-005, 81-EMG-026, EMG-H-016, 01-P-EMG-029, EMG-020, and EMG-029	**1.00**	JB	_____	OPT _____
	Period of Performance: 08/16/2027 to 08/15/2028				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Option Year 2 (OY2), FMD-B, Annual PM Service				
2001	Option Year 2 (OY2), FMD-B, perform one (1) annual preventative maintenance service in accordance with the SOW and attached generator job plans for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, and 01-EMG-W5-001 Period of Performance: 08/16/2028 to 08/15/2029	**1.00**	JB	_____	OPT _____
	Option Year 2 (OY2), FMD-B, Repair and Replacement				
2002	Option Year 2 (OY2), FMD-B, Repair and Replacement. The contractor shall provide all labor, equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time $_____ Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $30,000.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2028 to 08/15/2029	**1.00**	JB	NTE _____	NTE/OPT _____
	Option Year 2 (OY2), Time and Frequency, PM				
2003	Option Year 2 (OY2), Time and Frequency, perform one (1) annual preventive maintenance service, and one (1) semi-annual operational check on the WWVB and WWV generators EMG-W-018 and EMG-W-019 in Fort Collins Colorado. The three Boulder time and frequency generators: 01-P-EMG-029, EMG-005, 81-EMG-026 and Kauai EMG-H-016 only require an annual service. EMG-W-018, EMG-W-019. EMG-005, 81-EMG-026, EMG-H-016, and 01-P-EMG-029 Period of Performance: 08/16/2028 to 08/15/2029	**1.00**	JB	_____	OPT _____
	Option Year 2 (OY2), Time & Frequency, Repair and Replacement.				
2004	Option Year 2 (OY2), Time & Frequency, Repair and Replacement. The contractor shall provide all labor equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time: $_____Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the	**1.00**	JB	NTE _____	NTE/OPT _____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $2,500.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2028 to 08/15/2029				
	Option Year 2 (OY2), NTIA, Annual PM				
2005	Option Year 2 (OY2), NTIA, perform one (1) annual preventative maintenance service in accordance with the SOW and attached Generator Job Plans for Boulder generator EMG-020 and EMG-027. Period of Performance: 08/16/2028 to 08/15/2029	**1.00**	JB	_____	OPT _____
	Option Year 2 (OY2), FMD-B, NTIA, and Time & Frequency, Annual Load Bank Testing				
2006	Option Year 2 (OY2), FMD-B, NTIA, and Time & Frequency, perform one (1) annual load bank testing in accordance with the SOW and attached job plan for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, 01-EMG-W5-001, EMG-W-018, EMG-W-019, EMG-005, 81-EMG-026, EMG-H-016, 01-P-EMG-029, EMG-020, and EMG-029 Period of Performance: 08/16/2028 to 08/15/2029	**1.00**	JB	_____	OPT _____
	Option Year 3 (OY3), FMD-B, Annual PM Service				
3001	Option Year 3 (OY3), FMD-B, perform one (1) annual preventative maintenance service in accordance with the SOW and attached generator job plans for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, and 01-EMG-W5-001 Period of Performance: 08/16/2029 to 08/15/2030	**1.00**	JB	_____	OPT _____
	Option Year 3 (OY3), FMD-B, Repair and Replacement				
3002	Option Year 3 (OY3), FMD-B, Repair and Replacement. The contractor shall provide all labor, equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time $_____ Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $30,000.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2029 to 08/15/2030	**1.00**	JB	NTE _____	NTE/OPT _____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Option Year 3 (OY3), Time and Frequency, PM				
3003	Option Year 3 (OY3), Time and Frequency, perform one (1) annual preventive maintenance service, and one (1) semi-annual operational check on the WWVB and WWV generators EMG-W-018 and EMG-W-019 in Fort Collins Colorado. The three Boulder time and frequency generators: 01-P-EMG-029, EMG-005, 81-EMG-026 and Kauai EMG-H-016 only require an annual service. EMG-W-018, EMG-W-019. EMG-005, 81-EMG-026, EMG-H-016, and 01-P-EMG-029 Period of Performance: 08/16/2029 to 08/15/2030	**1.00**	JB	_____	OPT _____
	Option Year 3 (OY3), Time & Frequency, Repair and Replacement.				
3004	Option Year 3 (OY3), Time & Frequency, Repair and Replacement. The contractor shall provide all labor equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time: $_____Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $2,500.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2029 to 08/15/2030	**1.00**	JB	NTE _____	NTE/OPT _____
	Option Year 3 (OY3), NTIA, Annual PM				
3005	Option Year 3 (OY3), NTIA, perform one (1) annual preventative maintenance service in accordance with the SOW and attached Generator Job Plans for Boulder generator EMG-020 and EMG-027. Period of Performance: 08/16/2029 to 08/15/2030	**1.00**	JB	_____	OPT _____
	Option Year 3 (OY3), FMD-B, NTIA, and Time & Frequency, Annual Load Bank Testing				
3006	Option Year 3 (OY3), FMD-B, NTIA, and Time & Frequency, perform one (1) annual load bank testing in accordance with the SOW and attached job plan for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, 01-EMG-W5-001, EMG-W-018, EMG-W-019, EMG-005, 81-EMG-026, EMG-H-016, 01-P-EMG-029, EMG-020, and EMG-029 Period of Performance: 08/16/2029 to 08/15/2030	**1.00**	JB	_____	OPT _____
	Option Year 4 (OY4), FMD-B, Annual PM Service				
4001	Option Year 4 (OY4), FMD-B, perform one (1) annual preventative maintenance service in accordance with the	**1.00**	JB	_____	OPT _____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SOW and attached generator job plans for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, and 01-EMG-W5-001 Period of Performance: 08/16/2030 to 08/15/2031				
	Option Year 4 (OY4), FMD-B, Repair and Replacement				
4002	Option Year 4 (OY4), FMD-B, Repair and Replacement. The contractor shall provide all labor, equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time $_____ Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $30,000.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN Period of Performance: 08/16/2030 to 08/15/2031	**1.00**	JB	NTE _____	NTE/OPT _____
	Option Year 4 (OY4), Time and Frequency, PM				
4003	Option Year 4 (OY4), Time and Frequency, perform one (1) annual preventive maintenance service, and one (1) semi-annual operational check on the WWVB and WWV generators EMG-W-018 and EMG-W-019 in Fort Collins Colorado. The three Boulder time and frequency generators: 01-P-EMG-029, EMG-005, 81-EMG-026 and Kauai EMG-H-016 only require an annual service. EMG-W-018, EMG-W-019. EMG-005, 81-EMG-026, EMG-H-016, and 01-P-EMG-029 Period of Performance: 08/16/2030 to 08/15/2031	**1.00**	JB	_____	OPT _____
	Option Year 4 (OY4), Time & Frequency, Repair and Replacement.				
4004	Option Year 4 (OY4), Time & Frequency, Repair and Replacement. The contractor shall provide all labor equipment, and materials to perform necessary repair, rental, and/or replacement in accordance with the SOW and attachments. Please provide the following labor rates: Regular Time: $_____Hour Overtime/Non-Regular Time: $_____Hour The contractor shall coordinate with the appointed COR and CO immediately upon discovering potential repair work. The contractor shall present all options to the Government and provide a firm-fixed price quote for the repair work. Work shall not commence without approval from the CO. THIS IS A NTE LINE ITEM AND SHALL BE AWARDED AT $2,500.00. ONLY PROPOSE LABOR HOURS ON THIS CLIN	**1.00**	JB	NTE _____	NTE/OPT _____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 08/16/2030 to 08/15/2031				
	Option Year 4 (OY4), NTIA, Annual PM				
4005	Option Year 4 (OY4), NTIA, perform one (1) annual preventative maintenance service in accordance with the SOW and attached Generator Job Plans for Boulder generator EMG-020 and EMG-027.	**1.00**	JB	_____	OPT _____
	Period of Performance: 08/16/2030 to 08/15/2031				
	Option Year 4 (OY4), FMD-B, NTIA, and Time & Frequency, Annual Load Bank Testing				
4006	Option Year 4 (OY4), FMD-B, NTIA, and Time & Frequency, perform one (1) annual load bank testing in accordance with the SOW and attached job plan for the Boulder generators. EMG-001, EMG-003, EMG-013, EMG-014, 81-EMG-025, EMG-028, 03-EMG-001, 01-EMG-W5-001, EMG-W-018, EMG-W-019, EMG-005, 81-EMG-026, EMG-H-016, 01-P-EMG-029, EMG-020, and EMG-029	**1.00**	JB	_____	OPT _____
	Period of Performance: 08/16/2030 to 08/15/2031				

Table of Contents

Statement of Work....20
52.203-6RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020).... 26
52.203-11CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024).... 26
52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017).... 26
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) 26
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011).... 26
52.222-3 CONVICT LABOR (JUN 2003).... 26
52.222-18CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021).... 26
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010).... 26
52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018).... 26
52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014).... 26
52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018).... 26
52.222-55MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022)....26
52.222-62PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022).... 26
52.223-4RECOVERED MATERIAL CERTIFICATION (MAY 2008).... 26
52.226-8ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)....26
52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997).... 26
52.229-11Tax on Certain Foreign Procurements--Notice and Representation (JUN 2020)....26
52.229-12TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021).... 26
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)....26
52.232-40PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)....27
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)....27
1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010).... 27
1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)....27
1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010).... 27
1352.228-70 INSURANCE COVERAGE (APR 2010).... 27
1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010).... 27
52.204-13System for Award ManagementMaintenance....28
52.204-14Service Contract Reporting Requirements....31
52.204-7System for Award ManagementRegistration....33
52.209-6Protecting the Governments Interest When S.... 36
52.209-10Prohibition on Contracting With Inverted.... 38
52.212-1Instructions to OfferorsCommercial Product....39
52.212-2EvaluationCommercial Products and Commerci....41
52.212-4Terms and ConditionsCommercial Products an.... 42
52.217-5Evaluation of Options....57
52.217-9Option to Extend the Term of the Contract....58
52.219-6Notice of Total Small Business Set-Aside.... 59
52.219-28Postaward Small Business Program Rerepres.... 60
52.222-35Equal Opportunity for Veterans.... 63
52.222-37Employment Reports on Veterans.... 64
52.222-50Combating Trafficking in Persons.... 65
52.222-54Employment Eligibility Verification....74
52.222-90Addressing DEI Discrimination by Federal.... 78
52.223-2Reporting of Biobased Products Under Servi.... 79
52.233-3Protest after Award....80
52.240-90Security Prohibitions and Exclusions Repr.... 81
52.240-91Security Prohibitions and Exclusions....86

Table of Contents

52.244-6Subcontracts for Commercial Products and C..... 97
1352.201-72 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (APR 2010)..... 98
1352.233-70 AGENCY PROTESTS (APR 2010)..... 98
1352.246-70 PLACE OF ACCEPTANCE (APR 2010)..... 98
1352.270-70 PERIOD OF PERFORMANCE (APR 2010)..... 99
NIST LOCAL-33U.S. DEPARTMENT OF LABOR WAGE DETERMINATION..... 99
NIST LOCAL-53CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS..... 99
NIST LOCAL-54ELECTRONIC BILLING INSTRUCTIONS.....100
NIST LOCAL-56INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)..... 100
Wage Determination.....102

STATEMENT OF WORK
Generator and Automatic Transfer Switch Preventative Maintenance

NATIONAL INSTITUTE OF STANDARDS & TECHNOLOGY
United States Department of Commerce

325 Broadway
Boulder, CO 80305
April 17, 2026

I. BACKGROUND INFORMATION

The National Institute of Standards and Technology Facility Maintenance Division Boulder (FMD-B) require services to perform preventative maintenance and repair of generators and automatic transfer switches at NIST locations in Boulder, Fort Collins Radio Station, and Kauai Radio Station.

II. PURPOSE

The Contractor shall provide maintenance services required to maintain NIST Owned Generators and Automatic Transfer Switches. The work is to be performed in accordance with this Statement of Work (SOW).

II. SPECIAL REQUIREMENTS

2.1.1 Pre-proposal site visit required.
2.1.2 Coordination of daily vehicle traffic lane shutdowns for the maintenance work with the COR.
2.1.3 Post-award meeting required
2.1.4 Provide repairs as separate line item in proposal

PLACE OF PERFORMANCE
The project is to be performed on the NIST Boulder campus, FT Collins Radio Station, and Kauai Radio Station.

REGULAR BUSINESS HOURS
See Attachment 1 - NIST Boulder General Contractor Requirements – Rev C, included in the contract for information on rules and requirements of performing work on the National Institute of Standards and Technology (NIST) sites in Boulder and Ft. Collins, Colorado.

PERIOD OF PERFORMANCE
The Project shall take one year to complete.

III. SPECIFIC REQUIREMENTS

The contractor is responsible for the following:

1. Performing the work as described in this SOW.

2. Performing a site walk to fully understand the work required and the local conditions
3. Preparing and following a site-specific safety plan to be reviewed and accepted by NIST Safety Staff.
4. Performing a daily Job Hazard Analysis (JHA) for maintenance activities.
5. Coordinating all work with the Contracting Officer's Representative (COR)

Task 1 – Summary of the Work

1.3.1. **General**

1.3.1.1. Preventative maintenance and management shall include, but is not limited to the following:

1.3.1.2. Provide all labor, furnish and install materials, equipment and supplies to accomplish the preventative maintenance in accordance with the Performance Work Statement.

1.3.1.3. Delivery Schedule: This project must be completed 365 calendar days after NTP. With initial proposal and prior to commencement of work, the contractor must provide a proposed PM schedule to the COR for acceptance. Final schedule shall be agreed upon after NTP at post-award meeting.

1.3.1.4. Provide maintenance management and field supervision throughout the project duration.

1.3.1.5. Contractor must be familiar with the work required and local conditions affecting the work.

1.3.1.6. Ensure that the safety of the project is a top priority. Submit a site-specific safety plan with project proposal prior to commencement of work to the COR for acceptance.

1.3.1.7. Ensure due diligence and timely delivery of the project.

1.3.1.8. Correct errors and deficiencies in the series provided.

1.3.1.9. Cooperate with NIST Police and Security regarding site security. Contractor is responsible for ensuring its personnel meet all site access requirements. Provide a list of all anticipated employees at least two weeks in advance of their arrival. All employees must fill out specified background check forms for review by NIST Security before security badges will be issued. These forms will be typed.

1.3.1.10. Maintain a record set of all inspections, or other authorizations necessary for the work to proceed.

1.3.1.11. If "Hot Work" will be performed the contractor must pull a hot work permit through the COR twenty-four (24) hours in advance of beginning associated work.
1.3.1.12. Notify the COR of the work progress.

1.3.1.13. The contractor is responsible for correcting any damage caused to the NIST Boulder side and field sites as a result of their maintenance work and returning the site to previous conditions at no cost to the Government.

1.3.1.14. The contractor shall perform clean-up of work areas after preventative maintenance is completed.

1.3.1.15. Contractor is responsible for scheduling work.

1.3.1.16. See COR for any conflicts associated with this Performance Work Statement, drawing and any appendixes.

1.3.2. **Specification Section**

1.3.2.1. The Contractor shall provide all labor, supervision, materials, tools, and equipment necessary to perform preventive maintenance and repair services for the National Institute of Standards and Technology (NIST) emergency generators and automatic transfer switches (ATS). The equipment covered under this Contract, along with the specific tasks to be performed, are identified in the Job Plans for Generators and Automatic Transfer Switches, which is hereby incorporated by reference. The required services shall include, but are not limited to, manufacturer-recommended preventive maintenance, diagnostic troubleshooting, routine repairs, and emergency repair services as needed to ensure continuous and reliable operation of the equipment. This Contract currently includes a total of sixteen (16) emergency generators and sixteen (16) automatic transfer switches. The generators vary in size, manufacturer, and kilowatt (kW) rating, and the Contractor shall be responsible for servicing all equipment in accordance with applicable manufacturer specifications and industry standards.

1.3.2.2. Pursuant to the requirements outlined in the Job Plans for Generators and Automatic Transfer Switches, the Contractor shall furnish the Government with a preventive maintenance schedule. The schedule shall, at a minimum, include the following information: equipment identification, specific task to be performed, scheduled date for each task, and estimated duration for completion of each task. All preventive maintenance activities shall be performed in accordance with the approved schedule and completed in a timely manner, consistent with the frequencies and intervals specified for each task in the Job Plans.

1.3.2.3. The Job Plans and Equipment List, which includes the location of each piece of equipment, are attached hereto as Attachment 1 (Annual Job Plan), Attachment 1A (Semi Annual Job Plan), Attachment 2 (Five Year ATS Inspection Job Plan), Attachment 3 (Load Bank Testing), Attachment 4 (Equipment List), and Attachment 5 (Contract List). NIST shall provide the Contractor with a list of all generators, which shall include, at a minimum, the model, manufacturer, and serial number for each generator.

1.3.2.4. A line item CLIN for repair, rental, and replacement is established under this Contract. Funding for this CLIN is provided; however, work under this CLIN is not guaranteed to the Contractor. Upon identification of a required repair, the Contracting Officer's Representative (COR) shall request a quote from the Contractor to perform the

necessary repair(s). The COR shall submit the completed quote, verification of available funds, and a Work Order Approval package to the Contracting Officer (CO). No repair work shall commence until written approval is received from the CO. All labor performed under this CLIN shall be compensated in accordance with the rates established in this Contract. The Government reserves the right to separately procure any repairs it determines to be outside the scope of this Contract, beyond the Contractor's capabilities, and/or if the submitted pricing exceeds the Government's cost estimate.

1.3.2.5. NIST operates various generators of differing brands and sizes. The Contractor shall perform one (1) semi-annual (six-month) and one (1) annual preventive maintenance service on generators located at the following sites: Fort Collins, Colorado at the WWVB and WWV radio stations, NIST Boulder Campus, and the Kauai radio station site. The specific generators to be serviced, including location and applicable preventive maintenance requirements, are identified in Attachment 4, "EMG Equipment List," which is incorporated herein by reference.

1.3.2.6. NIST shall provide the Contractor with an asset list of all generators, automatic transfer switches, and associated Job Plans. Annual preventive maintenance on the sixteen (16) generators shall be scheduled to commence on the first working day of the month, as determined by NIST. The Contractor shall complete all preventive maintenance for that month by the last day of the month in which the preventive maintenance was issued. All maintenance checklists, including those generated from annual preventive maintenance and semi-annual operational testing, shall be submitted to the Contracting Officer's Representative (COR) within fourteen (14) calendar days following completion of the respective maintenance or testing activities.

1.3.2.7. The Contractor shall promptly report to the Contracting Officer's Representative (COR) any deficiencies identified during preventive maintenance activities. The COR shall determine whether such deficiencies are to be corrected by the Contractor, by Government personnel, or by another subcontractor. For deficiencies assigned to the Contractor, the COR shall request an itemized quote. The quote shall include, at a minimum, the cost of materials, estimated labor hours, applicable labor rates, and any additional charges, including but not limited to mileage or other miscellaneous expenses. No corrective work shall commence without prior approval from the Contracting Officer.

INSEPECTIONS & ACEPTANCE

In addition to the inspection and acceptance terms articulated in the specific FAR clause that allows the Government reserves the right to perform such performance tests and evaluations as defined below to verify specified system performance. Such tests and evaluations, if performed, shall be conducted within the environment that the system is to be operated. The Contractor has the right to be present during the tests and evaluations, if performed, at the Contractor's expense.

IV. REQUIREMENTS FOR CONTRACTOR PERSONNEL

SAFETY: The Contractor employee must be responsible for knowing and complying with Attachment 1 - NIST Boulder General Contractor Requirements – Rev C, included in the

contract for information on rules and requirements of performing work on the National Institute of Standards and Technology (NIST) sites in Boulder and Ft. Collins, Colorado.

SECURITY: See Attachment 1 - NIST Boulder General Contractor Requirements – Rev C, included in the contract for information on rules and requirements of performing work on the National Institute of Standards and Technology (NIST) sites in Boulder and Ft. Collins, Colorado.

IDENTIFICATION BADGES: The Contractor employee must be responsible for knowing and complying with Attachment 1 - NIST Boulder General Contractor Requirements – Rev C, included in the contract for information on rules and requirements of performing work on the National Institute of Standards and Technology (NIST) sites in Boulder and Ft. Collins, Colorado.

REFERENCE STANDARDS
The Contractor shall, without addition expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

V. SCHEDULE OF DELIVERABLES

Deliverable Number	Description	Format	Due Date	Quantity
1	Final Schedule	Microsoft Project	After Award and prior to Service	1
2	Site-Specific Safety Plan	PDF	After Award and prior to Service	1
3	JHA	PDF	Before Maintenance Begins	1
4	Preventative Maintenance Records	PDF	14 Days After Work Is Completed	1

STANDARDS OF ACCEPTANCE: See Attachment 1 - NIST Boulder General Contractor Requirements – Rev C, included in the contract for information on rules and requirements of performing work on the National Institute of Standards and Technology (NIST) sites in Boulder, Ft. Collins, Colorado, and Kauai, Hawaii.

VI. ATTACHMENTS:

01 Annual Job Plan.pdf
02 Semi-Annual Job Plan.pdf
03 Five Year ATS Job Plan.pdf
04 Load Bank Test Job Plan.pdf
05 EMG Equipment List.xlxs
06 EMG Contract List.xlxs
07 NIST Boulder General RequirementsRev C 2020.pdf
08 Safety Plan Checklist.pdf
09 JHA.xlxsAttachment 1 Annual Job Plan
10 PPQ Performance.pdf

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
(Reference 52.203-6)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)
(Reference 52.203-11)

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

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

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
(Reference 52.204-9)

52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)
(Reference 52.222-18)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(Reference 52.222-40)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
(Reference 52.222-41)

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

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

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022)
(Reference 52.222-55)

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

52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)
(Reference 52.223-4)

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

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(Reference 52.228-5)

52.229-11 Tax on Certain Foreign Procurements--Notice and Representation (JUN 2020)
(Reference 52.229-11)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
(Reference 52.229-12)

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

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

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

1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)
(Reference 1352.201-70)

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)

1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
(Reference 1352.209-74)

1352.228-70 INSURANCE COVERAGE (APR 2010)
(Reference 1352.228-70)

1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)
(Reference 1352.237-71)

52.204-13 System for Award Management—Maintenance (DEVIATION January 2026)

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

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

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

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

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

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

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

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

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

(End of clause)

Alternate I (DEVIATION January 2026). As prescribed in 4.208(b)(2), replace paragraph (b) of the basic clause with the following paragraph (b):

(b) *Active registration*.

(1) If the Contractor was unable to register for Federal Government contracts in the System for Award Management (SAM) at before award, the Contractor shall register in SAM within 30 days after contract award or at least three days before submitting the first invoice, whichever occurs first.

(2) The Contractor shall maintain an active Federal Government contracts registration in SAM during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(3) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

52.204-14 Service Contract Reporting Requirements (DEVIATION January 2026)

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

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement*. The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) *Report elements*. The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor’s reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts.*

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-7 System for Award Management—Registration (DEVIATION January 2026)

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

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

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

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

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

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

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

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

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

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

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

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

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

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

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to .

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

(c) *Representations and certifications*.

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

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION January 2026)

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

Commercially available off-the-shelf (COTS) item

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

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

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

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

(2) Does not include bulk cargo, as defined in , such as agricultural products and petroleum products.

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

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

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION January 2026)

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION January 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION January 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

SEE ADDENDUM TO 52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION January 2026)

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (DEVIATION January 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

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

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

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

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

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

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) *Payment*—

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

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ( ) and prompt payment regulations at 5 CFR part 1315.

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 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 FAR part 32).

(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 termination for cause.

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of clause)

Alternate I (DEVIATION January 2026). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause—

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means—

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other direct costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]*

(*2) Indirect costs (material handling, subcontract administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]*

(2) *Total cost*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next

succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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, and then at the rate applicable for each six-month period as established 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) The Contracting Officer will issue a final decision if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(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.

(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 FAR part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the

Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

(9) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 under this contract 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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(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 written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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.

52.217-5 Evaluation of Options (DEVIATION January 2026)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

FAR 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 prior to the expiration of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government fails to extend the term of the contract within the period identified but the Government has provided written notice to the Contractor that the action is subject to the ongoing review of available funding the contractor shall stop all work and incur no costs to be charged to the Government. Once the review of available funding has been completed, but no later than 30 days from the expiration of the period of performance, the Government will notify the contractor if the option may be exercised and, if so, adjust start and end dates of the period of performance accordingly, via bilateral modification.

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

c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION January 2026)

(a) *Definition*. *Small business concern*, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation (DEVIATION January 2026)

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry

Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at .

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

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

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

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

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

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

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

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*_____]

(End of clause)

52.222-35 Equal Opportunity for Veterans (DEVIATION January 2026)

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

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

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 Employment Reports on Veterans (DEVIATION January 2026)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under .

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-50 Combating Trafficking in Persons (DEVIATION January 2026)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

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

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

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

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

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

(2) Does not include bulk cargo, as defined in , such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

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

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at .

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at .

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in

the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-54 Employment Eligibility Verification (DEVIATION January 2026)

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

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

(1) Means any item of supply that is—

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

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in , such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

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

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in , means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees*.

(A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees

assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: .

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors DEVIATION (APR 2026)

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

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

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

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION January 2026)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. ( ) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see).

(b) *Requirement*. The Contractor shall—

(1) Report to , with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.233-3Protest after Award.

52.233-3 Protest after Award (DEVIATION January 2026)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION January 2026)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

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

Marginalized populations of Sudan means—

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

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the

solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at .

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at .

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.240-91 Security Prohibitions and Exclusions (DEVIATION January 2026)

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

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

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

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

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

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means—

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

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

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

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

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

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

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

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

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

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

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of

FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

(i) Of that equipment; or

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

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

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

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

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

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

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a

system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

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

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

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

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

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

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

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

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

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at .

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at .

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at , which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any

necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at .

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services (DEVIATION January 2026)

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

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

Subcontract has the meaning at FAR 44.401

(b) *Requirements*.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(End of clause)

1352.201-72 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (APR 2010)

(a) TO BE DETERMINED AT AWARD is hereby designated as the Contracting Officer`s Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

TO BE DETERMINED AT AWARD
TO BE DETERMINED AT AWARD
TO BE DETERMINED AT AWARD
Phone Number: TO BE DETERMINED AT AWARD
Email: TO BE DETERMINED AT AWARD

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

1352.233-70 AGENCY PROTESTS (APR 2010)

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

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

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

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

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

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

(End of clause)

1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be:

NIST
325 Broadway
Boulder, CO 80305-3326

(End of clause)

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from August 16, 2026 through August 15, 2027 . If an option is exercised, the period of performance shall be extended through the end of that option period.
(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	August 16, 2027	August 15, 2028
Option II	August 16, 2028	August 15, 2029
Option III	August 16, 2029	August 15, 2030
Option IV	August 16, 2030	August 15, 2031

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

NIST LOCAL-33 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION
In accordance with the provisions of FAR 52.222-41, Service Contract Act

of 1965, as amended, the U.S. Department of Labor Wage Determination listed

below is attached and will be applicable to performance under this

contract/order.

Wage Determination No.:

(Solicitation) 2015-5415 Rev No 30 Boulder

Date:

(Solicitation) May 13, 2026

(END OF CLAUSE)

NIST LOCAL-53 CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS
All contractors performing work on active contracts at the U.S. Department of Commerce(DOC), National Institute of Standards and Technology (NIST) campuses and/or working in NIST workspaces should go to the www.nist.gov website and under the "About NIST" tab click on "Visit". This site includes information about campus access and security information; identification requirements; parking information and more.

Contractor personnel are required to check the appropriate campus operating status and personnel requirements at https://www.nist.gov/campus-status daily prior to arriving on site. All personnel must adhere to the requirements set forth in the operating status.

Unless otherwise stated in the contract terms and conditions, normal days of business operation are Monday through Friday, excluding Federal Holidays. However, throughout the contract period of performance, there may be circumstances beyond the control of NIST that will impact normal days of business operation such as inclement weather, power outages, etc. In circumstances such as these, the Contractor must call the appropriate NIST campus status line to verify the operating status:

Gaithersburg Campus Operating Status Line:

(301) 975-8000
(800) 437-4385 x8000 (toll free)

Boulder Campus Operating Status Line:
(303) 497-4000
(303) 497-3000 option 2

In the event of a lapse in appropriation, access to Government facilities and resources, including equipment and systems will be limited to excepted personnel for both Federal employees and contractor personnel. If performance of the contract is onsite and/or requires Government interaction, unless the contractor has been, or is notified that it is required to work under an excepted status, the contractor must stop work. The work stoppage shall remain in effect until the lapse is resolved and notification is provided via the NIST website at www.nist.gov (banner on front page) and/or the NIST operating status line(s). Additionally, contractors are encouraged to monitor public broadcasts or the Office of Personnel Management's website at www.opm.gov for the Federal Government operating status.

NIST will provide notification to all contractors that are determined to have excepted status. All excepted contractors are required to continue performance and communicate with the appointed Contracting Officer's Representative (COR) for further guidance, or NIST Contracting Officer if a COR is not appointed.

Contractors with active supply or service contracts that are fully funded at the time of contract award and do not require access to Government facilities, resources, or active administration by Government personnel in a manner that would not cause the Government to incur additional obligations during the lapse in appropriation may continue performance.

Please note that in all circumstances that impact operations on the NIST campuses, contractors are expected to follow all direction and guidance provided by NIST authorities.

NIST LOCAL-54 ELECTRONIC BILLING INSTRUCTIONS
NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV. Each Invoice or Voucher submitted shall include the following:
(1) Contract number;
(2) Contractor name and address;
(3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
(4) Date of invoice;
(5) Invoice number;
(6) Amount of invoice and cumulative amount invoiced to-date;
(7) Contract Line Item Number (CLIN);
(8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
(9) Prompt payment discount terms, if offered; and
(10) Any other information or documentation required by the contract.

NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)
Upon written notice from the contracting officer the following supersedes all other instructions for the submission of payment requests. Accordingly, following written notice 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 payment request or invoicing instructions, 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 use the IPP website to register, access, and use IPP for submitting payment requests. If not already enrolled, the Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email within three to five business days of the

addition of the contract award to IPP. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email: IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting payment requests, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. Contact the contracting officer for more information on submitting a waiver request.

"

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5415
Revision No.: 30
Date Of Last Revision: 5/13/2026

State: Colorado

Area: Colorado Counties of Boulder

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		22.29
01012 - Accounting Clerk II		25.01
01013 - Accounting Clerk III		27.98
01020 - Administrative Assistant		32.92
01035 - Court Reporter		23.84
01041 - Customer Service Representative I		18.14
01042 - Customer Service Representative II		19.80
01043 - Customer Service Representative III		22.22
01051 - Data Entry Operator I		20.37
01052 - Data Entry Operator II		22.23
01060 - Dispatcher, Motor Vehicle		26.02
01070 - Document Preparation Clerk		19.37
01090 - Duplicating Machine Operator		19.37
01111 - General Clerk I		23.29
01112 - General Clerk II		25.41
01113 - General Clerk III		28.51
01120 - Housing Referral Assistant		26.57
01141 - Messenger Courier		15.46
01191 - Order Clerk I		22.56
01192 - Order Clerk II		24.62
01261 - Personnel Assistant (Employment) I		22.88
01262 - Personnel Assistant (Employment) II		25.60
01263 - Personnel Assistant (Employment) III		28.53
01270 - Production Control Clerk		30.64
01290 - Rental Clerk		21.30
01300 - Scheduler, Maintenance		21.31
01311 - Secretary I		21.31
01312 - Secretary II		23.84
01313 - Secretary III		26.57
01320 - Service Order Dispatcher		23.27
01410 - Supply Technician		32.92
01420 - Survey Worker		24.11
01460 - Switchboard Operator/Receptionist		20.03
01531 - Travel Clerk I		22.63
01532 - Travel Clerk II		25.23
01533 - Travel Clerk III		27.39
01611 - Word Processor I		18.99
01612 - Word Processor II		21.31
01613 - Word Processor III		23.84
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		29.09
05010 - Automotive Electrician		28.72
05040 - Automotive Glass Installer		26.90
05070 - Automotive Worker		26.90
05110 - Mobile Equipment Servicer		23.42
05130 - Motor Equipment Metal Mechanic		30.51
05160 - Motor Equipment Metal Worker		26.90
05190 - Motor Vehicle Mechanic		30.51
05220 - Motor Vehicle Mechanic Helper		22.49
05250 - Motor Vehicle Upholstery Worker		25.06
05280 - Motor Vehicle Wrecker		26.90
05310 - Painter, Automotive		28.72
05340 - Radiator Repair Specialist		26.90
05370 - Tire Repairer		19.66
05400 - Transmission Repair Specialist		30.51
07000 - Food Preparation And Service Occupations		
07010 - Baker		19.54

07041 - Cook I		20.74
07042 - Cook II		23.82
07070 - Dishwasher		17.75
07130 - Food Service Worker		19.95
07210 - Meat Cutter		21.62
07260 - Waiter/Waitress		17.16
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		24.86
09040 - Furniture Handler		17.85
09080 - Furniture Refinisher		24.86
09090 - Furniture Refinisher Helper		19.47
09110 - Furniture Repairer, Minor		21.69
09130 - Upholsterer		24.86
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		19.83
11060 - Elevator Operator		19.83
11090 - Gardener		25.61
11122 - Housekeeping Aide		20.27
11150 - Janitor		20.27
11210 - Laborer, Grounds Maintenance		22.55
11240 - Maid or Houseman		18.50
11260 - Pruner		21.53
11270 - Tractor Operator		24.59
11330 - Trail Maintenance Worker		22.55
11360 - Window Cleaner		21.23
12000 - Health Occupations		
12010 - Ambulance Driver		21.12
12011 - Breath Alcohol Technician		32.04
12012 - Certified Occupational Therapist Assistant		36.90
12015 - Certified Physical Therapist Assistant		31.50
12020 - Dental Assistant		23.37
12025 - Dental Hygienist		53.11
12030 - EKG Technician		48.02
12035 - Electroneurodiagnostic Technologist		48.02
12040 - Emergency Medical Technician		21.12
12071 - Licensed Practical Nurse I		28.66
12072 - Licensed Practical Nurse II		32.04
12073 - Licensed Practical Nurse III		35.74
12100 - Medical Assistant		23.44
12130 - Medical Laboratory Technician		33.21
12160 - Medical Record Clerk		23.69
12190 - Medical Record Technician		26.50
12195 - Medical Transcriptionist		21.47
12210 - Nuclear Medicine Technologist		70.43
12221 - Nursing Assistant I		16.96
12222 - Nursing Assistant II		19.09
12223 - Nursing Assistant III		20.81
12224 - Nursing Assistant IV		23.38
12235 - Optical Dispenser		24.96
12236 - Optical Technician		29.09
12250 - Pharmacy Technician		23.65
12280 - Phlebotomist		23.02
12305 - Radiologic Technologist		40.57
12311 - Registered Nurse I		31.27
12312 - Registered Nurse II		38.26
12313 - Registered Nurse II, Specialist		38.26
12314 - Registered Nurse III		46.28
12315 - Registered Nurse III, Anesthetist		46.28
12316 - Registered Nurse IV		55.47
12317 - Scheduler (Drug and Alcohol Testing)		39.71
12320 - Substance Abuse Treatment Counselor		37.36
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		27.84
13012 - Exhibits Specialist II		34.48
13013 - Exhibits Specialist III		42.17
13041 - Illustrator I		27.56
13042 - Illustrator II		34.14
13043 - Illustrator III		41.77
13047 - Librarian		38.19
13050 - Library Aide/Clerk		19.34
13054 - Library Information Technology Systems Administrator		34.48
13058 - Library Technician		22.37
13061 - Media Specialist I		24.89
13062 - Media Specialist II		27.84
13063 - Media Specialist III		31.02
13071 - Photographer I		22.94
13072 - Photographer II		25.65
13073 - Photographer III		31.79
13074 - Photographer IV		38.89
13075 - Photographer V		47.04
13090 - Technical Order Library Clerk		24.29
13110 - Video Teleconference Technician		30.30
14000 - Information Technology Occupations		
14041 - Computer Operator I		26.08
14042 - Computer Operator II		29.17
14043 - Computer Operator III		32.51
14044 - Computer Operator IV		36.13
14045 - Computer Operator V		40.02
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		26.08
14160 - Personal Computer Support Technician		36.13
14170 - System Support Specialist		40.02
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		43.84
15020 - Aircrew Training Devices Instructor (Rated)		53.05
15030 - Air Crew Training Devices Instructor (Pilot)		63.60
15050 - Computer Based Training Specialist / Instructor		43.84
15060 - Educational Technologist		41.65
15070 - Flight Instructor (Pilot)		63.60
15080 - Graphic Artist		31.49
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		63.60
15086 - Maintenance Test Pilot, Rotary Wing		63.60
15088 - Non-Maintenance Test/Co-Pilot		63.60
15090 - Technical Instructor		31.64
15095 - Technical Instructor/Course Developer		38.71
15110 - Test Proctor		25.54
15120 - Tutor		25.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.00
16030 - Counter Attendant		20.00
16040 - Dry Cleaner		22.85
16070 - Finisher, Flatwork, Machine		20.00
16090 - Presser, Hand		20.00
16110 - Presser, Machine, Drycleaning		20.00
16130 - Presser, Machine, Shirts		20.00
16160 - Presser, Machine, Wearing Apparel, Laundry		20.00
16190 - Sewing Machine Operator		23.80
16220 - Tailor		24.75
16250 - Washer, Machine		20.95
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		30.82
19040 - Tool And Die Maker		37.18
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.79
21030 - Material Coordinator		30.64
21040 - Material Expediter		30.64
21050 - Material Handling Laborer		22.10
21071 - Order Filler		19.60
21080 - Production Line Worker (Food Processing)		22.79
21110 - Shipping Packer		23.29
21130 - Shipping/Receiving Clerk		23.29
21140 - Store Worker I		20.08
21150 - Stock Clerk		23.08
21210 - Tools And Parts Attendant		22.79
21410 - Warehouse Specialist		22.79
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		40.07
23019 - Aircraft Logs and Records Technician		31.25
23021 - Aircraft Mechanic I		38.08
23022 - Aircraft Mechanic II		40.07
23023 - Aircraft Mechanic III		41.75
23040 - Aircraft Mechanic Helper		26.79
23050 - Aircraft, Painter		35.84
23060 - Aircraft Servicer		31.25
23070 - Aircraft Survival Flight Equipment Technician		35.84
23080 - Aircraft Worker		33.56
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		33.56
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		38.08
23110 - Appliance Mechanic		30.82
23120 - Bicycle Repairer		22.56
23125 - Cable Splicer		44.76
23130 - Carpenter, Maintenance		28.80
23140 - Carpet Layer		28.86
23160 - Electrician, Maintenance		30.27
23181 - Electronics Technician Maintenance I		30.39
23182 - Electronics Technician Maintenance II		32.45
23183 - Electronics Technician Maintenance III		34.48
23260 - Fabric Worker		26.89
23290 - Fire Alarm System Mechanic		31.31
23310 - Fire Extinguisher Repairer		25.14
23311 - Fuel Distribution System Mechanic		32.74
23312 - Fuel Distribution System Operator		25.14
23370 - General Maintenance Worker		28.28
23380 - Ground Support Equipment Mechanic		38.08
23381 - Ground Support Equipment Servicer		31.25
23382 - Ground Support Equipment Worker		33.56
23391 - Gunsmith I		25.14
23392 - Gunsmith II		28.86
23393 - Gunsmith III		32.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic		31.68
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		33.34

23430 - Heavy Equipment Mechanic 34.56
23440 - Heavy Equipment Operator 31.65
23460 - Instrument Mechanic 32.74
23465 - Laboratory/Shelter Mechanic 30.82
23470 - Laborer 22.10
23510 - Locksmith 30.82
23530 - Machinery Maintenance Mechanic 35.88
23550 - Machinist, Maintenance 30.02
23580 - Maintenance Trades Helper 22.79
23591 - Metrology Technician I 32.74
23592 - Metrology Technician II 34.46
23593 - Metrology Technician III 35.89
23640 - Millwright 32.74
23710 - Office Appliance Repairer 29.84
23760 - Painter, Maintenance 25.62
23790 - Pipefitter, Maintenance 33.52
23810 - Plumber, Maintenance 31.55
23820 - Pneudraulic Systems Mechanic 32.74
23850 - Rigger 32.74
23870 - Scale Mechanic 28.86
23890 - Sheet-Metal Worker, Maintenance 27.50
23910 - Small Engine Mechanic 28.86
23931 - Telecommunications Mechanic I 35.09
23932 - Telecommunications Mechanic II 36.92
23950 - Telephone Lineman 33.95
23960 - Welder, Combination, Maintenance 30.39
23965 - Well Driller 32.74
23970 - Woodcraft Worker 32.74
23980 - Woodworker 25.14

24000 - Personal Needs Occupations
24550 - Case Manager 24.41
24570 - Child Care Attendant 20.54
24580 - Child Care Center Clerk 25.61
24610 - Chore Aide 20.32
24620 - Family Readiness And Support Services
Coordinator 24.41
24630 - Homemaker 24.41

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 34.42
25040 - Sewage Plant Operator 32.40
25070 - Stationary Engineer 34.42
25190 - Ventilation Equipment Tender 25.37
25210 - Water Treatment Plant Operator 32.40

27000 - Protective Service Occupations
27004 - Alarm Monitor 32.79
27007 - Baggage Inspector 21.38
27008 - Corrections Officer 37.97
27010 - Court Security Officer 38.62
27030 - Detection Dog Handler 23.91
27040 - Detention Officer 37.97
27070 - Firefighter 38.62
27101 - Guard I 21.38
27102 - Guard II 23.91
27131 - Police Officer I 43.13
27132 - Police Officer II 47.92

28000 - Recreation Occupations
28041 - Carnival Equipment Operator 19.45
28042 - Carnival Equipment Repairer 20.26
28043 - Carnival Worker 17.03
28210 - Gate Attendant/Gate Tender 22.11
28310 - Lifeguard 17.50
28350 - Park Attendant (Aide) 24.73
28510 - Recreation Aide/Health Facility Attendant 18.05
28515 - Recreation Specialist 30.63
28630 - Sports Official 19.70
28690 - Swimming Pool Operator 23.27

29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 28.86
29020 - Hatch Tender 28.86
29030 - Line Handler 28.86
29041 - Stevedore I 26.89
29042 - Stevedore II 30.82

30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center
(HFO) (see 2) 51.37
30011 - Air Traffic Control Specialist, Station
(HFO) (see 2) 35.43
30012 - Air Traffic Control Specialist, Terminal
(HFO) (see 2) 39.01
30021 - Archeological Technician I 24.29
30022 - Archeological Technician II 27.15
30023 - Archeological Technician III 33.64
30030 - Cartographic Technician 33.64
30040 - Civil Engineering Technician 36.83
30051 - Cryogenic Technician I 37.26
30052 - Cryogenic Technician II 41.15
30061 - Drafter/CAD Operator I 24.29
30062 - Drafter/CAD Operator II 27.15
30063 - Drafter/CAD Operator III 30.26
30064 - Drafter/CAD Operator IV 37.64
30081 - Engineering Technician I 19.89
30082 - Engineering Technician II 22.32

30083 - Engineering Technician III		24.97
30084 - Engineering Technician IV		30.92
30085 - Engineering Technician V		37.82
30086 - Engineering Technician VI		45.76
30090 - Environmental Technician		33.64
30095 - Evidence Control Specialist		33.64
30210 - Laboratory Technician		31.18
30221 - Latent Fingerprint Technician I		37.26
30222 - Latent Fingerprint Technician II		41.15
30240 - Mathematical Technician		33.98
30361 - Paralegal/Legal Assistant I		22.32
30362 - Paralegal/Legal Assistant II		27.67
30363 - Paralegal/Legal Assistant III		33.83
30364 - Paralegal/Legal Assistant IV		40.92
30375 - Petroleum Supply Specialist		41.15
30390 - Photo-Optics Technician		33.64
30395 - Radiation Control Technician		41.15
30461 - Technical Writer I		32.41
30462 - Technical Writer II		39.63
30463 - Technical Writer III		47.95
30491 - Unexploded Ordnance (UXO) Technician I		32.65
30492 - Unexploded Ordnance (UXO) Technician II		39.50
30493 - Unexploded Ordnance (UXO) Technician III		47.35
30494 - Unexploded (UXO) Safety Escort		32.65
30495 - Unexploded (UXO) Sweep Personnel		32.65
30501 - Weather Forecaster I		37.26
30502 - Weather Forecaster II		45.33
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.26
30621 - Weather Observer, Senior	(see 2)	33.64
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		39.50
31020 - Bus Aide		22.43
31030 - Bus Driver		30.80
31043 - Driver Courier		22.61
31260 - Parking and Lot Attendant		18.77
31290 - Shuttle Bus Driver		21.70
31310 - Taxi Driver		16.02
31361 - Truckdriver, Light		23.55
31362 - Truckdriver, Medium		25.19
31363 - Truckdriver, Heavy		30.20
31364 - Truckdriver, Tractor-Trailer		30.20
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.26
99030 - Cashier		17.85
99050 - Desk Clerk		18.87
99095 - Embalmer		32.65
99130 - Flight Follower		32.65
99251 - Laboratory Animal Caretaker I		19.94
99252 - Laboratory Animal Caretaker II		21.65
99260 - Marketing Analyst		43.16
99310 - Mortician		32.65
99410 - Pest Controller		26.83
99510 - Photofinishing Worker		17.16
99710 - Recycling Laborer		31.57
99711 - Recycling Specialist		34.44
99730 - Refuse Collector		29.59
99810 - Sales Clerk		18.14
99820 - School Crossing Guard		19.12
99830 - Survey Party Chief		33.13
99831 - Surveying Aide		18.39
99832 - Surveying Technician		30.13
99840 - Vending Machine Attendant		24.08
99841 - Vending Machine Repairer		28.80
99842 - Vending Machine Repairer Helper		24.08

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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