

Solicitation Number:

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- (i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.
- (ii) This solicitation is issued as an **RFQ**, (Request for Quotation)
- (iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular **2022-07**.
- (iv) This procurement is set aside for **Small Business**.

The NAICS code is **811111**, and the Small Business Size Standard is **\$8 Mil**. PSC J025.

(v) Schedule of Items/Price Schedule

Item	Supplies/Services	Qty	Unit of Issue	Unit Price	Total Price
001	Engine Rebuild on EN 8017	01	ea	\$	\$
002	All Parts	01	ea	\$	\$
003	All Labor	01	ea	\$	\$
004	1 year warranty on the work completed, parts and labor	01	ea	\$	\$
mm/dd/yy	← Input the date You Can Deliver by				
Total					\$

Schedule Notes: **Must be within 50 Miles of 1749 W 500 S, Salt Lake City, UT 84104**

Quotes are due No Later than 8 Nov 2022 at 08:00.00 (8am) MT to Barclay.webster@usda.gov

Name of Company (Please Print):	
UEID Number: (Not DUNS)	
Name of Company Representative:	
Date:	
Phone Number:	
Email Address	

(vi) Description of Requirement (including a list of any attachments)

Engine Rebuild: EN 8017

2016 International Work-Star 7400 SR525

VIN: 1HTWEAZR7HH378710

EN 8017 was diagnosed with a bad number 6 cylinder on the engine, but there may be additional damage to the entire engine. We must rebuild the entire engine. Must have at least a 1 year warranty on the work completed parts and labor for the engine rebuild.

Must be within 50 Miles of 1749 W 500 S, Salt Lake City, UT 84104

- a) Offers may be rejected for a many of reasons other than price. This is not LPTA though all technical aspects must be met to be awarded the contract.
- b) The successful Vendor must be registered in the System for Award Management and not expired, (reference Section I, FAR 52.204-7) before an award is issued.
- c) This is a Request for Quotation (RFQ); no public opening will be held. Results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned and will be retained by the U.S. Forest Service for official record purposes. This RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of a quote, or to make any award.
- d) Quotes received after the stated closing date and time for submission, specified in Section L, will be deemed late and will not be considered for award. Vendors are urged to thoroughly read the solicitation and to review all attachments prior to preparing and submitting a quote.

(vii) Date(s) and Place(s) of Delivery and Acceptance/Location

Vehicle Currently at: 1749 W 500 S, Salt Lake City, UT 84104

US Forest Service will deliver to your shop within 50 miles and will pick up at your shop.

(viii) 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021) (Provision)

Addenda to Provision 52.212-1:

For simplified acquisitions, the word quote and quoter is substituted in provision 52.212-1 for the word quote or quoter.

Addenda to Provision 52.212-1 paragraph (b) Submission of Offers:

- 1) Offerors must have an active, unexpired entity registration in the System for Award Management in order to submit an offer. It must be active on the day of award and remain active throughout the duration of the contract and payment. <https://www.sam.gov>
- 2) Offers submitted in response to this solicitation shall **fill in the chart above with a price proposal** including **pricing for Parts, Labor and 1yr Warranty on all parts and labor at minimum**, as well as contractor **representations and certifications**.
 - a) **Quote:** Quote shall address the evaluation factors in 52.212-2. At a minimum quote shall Include:
 - i) **Past Performance:** The government may use past performance information from any available source. SAM, CPARS and FAPIIS are just a few of the more common sources. There can be no Terminations for default or Cause within three years of the award date. Termination for the convenience of the government will not be considered a bad form of termination. If there is no past performance information available, the offeror will receive an “acceptable” rating in this factor.
 - ii) **Technical Capability:** Vendor must have a history of performing this kind of work or be subcontracted to a vendor that has a history of performing said work.
 - b) **Acknowledgement:** Acknowledge any amendments (SF30) issued on sam.gov for this solicitation by completing and signing any posted SF-30)
- 3) Submit quotes by e-mail to Barclay.webster@usda.gov so that it is delivered into this inbox by the due date and time of **8 Nov 2022 at 08:00.00 (8am) MT**. Emails should contain:
 1. A Quote showing price for parts, Labor and 1 year warranty (minimum) and final price.
 2. Company Information with UEID# (Pg1) filled in.
 3. Representations and Certifications (below) in Microsoft Word or Adobe PDF format.
 4. Service Contract Labor Standards Exemption Documentation.

Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from [B. Shane Webster at \(701\) 509-5810, barclay.webster@usda.gov](mailto:B.Shane.Webster@usda.gov)

Address questions about this solicitation to [B. Shane Webster](mailto:B.Shane.Webster@usda.gov) at 701-509-5810 or Barclay.webster@usda.gov.

Addenda to Provision 52.212-1 paragraph (f) Late submissions:

Replace (f)(2)(i) with the following:

Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. Delete 52.212-1 (f)(2)(i) paragraphs A, B, & C.

(ix) 52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021) (Provision)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be the **Most Advantageous to the Government**, price and all other factors considered. The following factors shall be used to evaluate offers:

The following factors and sub-factors will be used to determine technical acceptability:

Factor #1 - Technical Capability of Item Offered

Subfactor #1 - Specifications - In order to receive a rating of "acceptable" for this subfactor, offer must at a minimum, demonstrate adequate technical capability of the item/svc offered to meet or exceed the item/svc specifications.

Subfactor #2 - Delivery Schedule - In order to receive a rating of "acceptable" for this subfactor, the offeror shall provide a delivery date in the schedule of items (pg 1) that the COR accepts. The COR will decide if the delivery date offered is acceptable when weighed against other dates offered and the needs of the Forest Service.

Factor #2 - Lowest Price. Award will be made to the lowest priced offeror that is evaluated as "acceptable" for all non-price factors.

Subfactor #1 - Lowest Price that is reasonable for the products offered. A hyperinflated markup outside of market norms may be rejected. Price must also be evaluated as "price reasonable" by the contracting officer based on current market standards.

Subfactor #2 - Contractor responsibility is determined by evaluating if the vendor has good standing with the public as a whole and the US Government in SAM, CPARS and FAPIIS or through any other public reporting system such as the BBB or SBA or government reporting system such as CPARS. There can be no Terminations for default or Cause within three years of the award date.

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

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

(x) Representations and Certifications (complete highlighted items in this section and return with your offer)

VENDOR NAME: _____

VENDOR UEI: _____

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (Provision)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such

as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (MAY 2022) (DEVIATION JUL 2020) (Provision)

[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.

If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:]

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs .

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(xi) 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021) (DEVIATION 2017-1) - Addenda to 52.212-4:

(xii) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (MAY 2022) (DEVIATION 2017-1, DEVIATION APR 2020, and DEVIATION JUL 2020)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L.

113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

☒ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).

☐ (ii) Alternate I (Mar 2020) of 52.219-6.

☒ (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).

☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (**DEVIATION JUL 2020**) (E.O.13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

☒ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

☒ (49) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

☒ (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

☒ (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) (**DEVIATION APR 2020**) (31 U.S.C.3332).

☒ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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

☒ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
 - (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(xiii) Additional Requirements/Terms and Conditions:

Clauses:

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

(a) Definitions. As used in this clause—

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

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

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

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

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

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

452.204-70 Modification for Contract Closeout (DEVIATION JUL 2022)

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from "DATE OF AWARD" through CONTRACTED "DELIVER NO LATER THAN" date. Estimated to be a 30 day period.

Provisions:

52.204-7 System for Award Management (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR) Provisions:

<https://www.acquisition.gov/browse/index/far> (FAR Provisions begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Provisions: <https://www.acquisition.gov/agar> (AGAR Provisions begin with 452)

Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(xiv) Defense Priorities and Allocation System (DPAS) Rating: N/A

(xv) Date, Time, and Place Offers are due

Quotes are due No Later than 8 Nov 2022 at 08:00.00 (8am) MT

Email to: barclay.webster@usda.gov

(xvi) Government Point of Contact

B. Shane Webster at (701) 509-5810

barclay.webster@usda.gov

(701) 509-5810

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5485 Revision No.: 19 Date Of Last Revision: 06/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Utah

Area: Utah Counties of Juab Utah

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.65***
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.39
01020 - Administrative Assistant		28.90
01035 - Court Reporter		21.45
01041 - Customer Service Representative I		13.14***
01042 - Customer Service Representative II		14.34***
01043 - Customer Service Representative III		16.09
01051 - Data Entry Operator I		12.85***
01052 - Data Entry Operator II		14.02***
01060 - Dispatcher Motor Vehicle		22.12
01070 - Document Preparation Clerk		15.02
01090 - Duplicating Machine Operator		15.02
01111 - General Clerk I		14.01***
01112 - General Clerk II		15.29
01113 - General Clerk III		17.16

01120 - Housing Referral Assistant	21.05
01141 - Messenger Courier	13.80***
01191 - Order Clerk I	13.81***
01192 - Order Clerk II	15.07
01261 - Personnel Assistant (Employment) I	16.50
01262 - Personnel Assistant (Employment) II	18.47
01263 - Personnel Assistant (Employment) III	20.59
01270 - Production Control Clerk	21.37
01290 - Rental Clerk	15.05
01300 - Scheduler Maintenance	16.87
01311 - Secretary I	16.87
01312 - Secretary II	18.88
01313 - Secretary III	21.04
01320 - Service Order Dispatcher	19.77
01410 - Supply Technician	28.90
01420 - Survey Worker	17.54
01460 - Switchboard Operator/Receptionist	13.83***
01531 - Travel Clerk I	16.36
01532 - Travel Clerk II	17.38
01533 - Travel Clerk III	18.21
01611 - Word Processor I	15.03
01612 - Word Processor II	16.87
01613 - Word Processor III	18.88
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.24
05010 - Automotive Electrician	20.93
05040 - Automotive Glass Installer	19.61
05070 - Automotive Worker	19.61
05110 - Mobile Equipment Servicer	16.93
05130 - Motor Equipment Metal Mechanic	22.28
05160 - Motor Equipment Metal Worker	19.61
05190 - Motor Vehicle Mechanic	22.28
05220 - Motor Vehicle Mechanic Helper	15.59
05250 - Motor Vehicle Upholstery Worker	18.26
05280 - Motor Vehicle Wrecker	19.61
05310 - Painter Automotive	20.93
05340 - Radiator Repair Specialist	19.61
05370 - Tire Repairer	16.31
05400 - Transmission Repair Specialist	22.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.64***
07041 - Cook I	13.76***
07042 - Cook II	15.95
07070 - Dishwasher	11.31***
07130 - Food Service Worker	13.21***
07210 - Meat Cutter	17.16
07260 - Waiter/Waitress	11.41***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.27***
09080 - Furniture Refinisher	17.78
09090 - Furniture Refinisher Helper	13.25***
09110 - Furniture Repairer Minor	15.51
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.06***
11060 - Elevator Operator	11.65***
11090 - Gardener	22.74
11122 - Housekeeping Aide	11.65***
11150 - Janitor	11.65***
11210 - Laborer Grounds Maintenance	17.28
11240 - Maid or Houseman	13.20***
11260 - Pruner	15.46
11270 - Tractor Operator	20.94
11330 - Trail Maintenance Worker	17.28

11360 - Window Cleaner	13.02***
12000 - Health Occupations	
12010 - Ambulance Driver	16.71
12011 - Breath Alcohol Technician	20.22
12012 - Certified Occupational Therapist Assistant	28.99
12015 - Certified Physical Therapist Assistant	26.36
12020 - Dental Assistant	16.93
12025 - Dental Hygienist	37.76
12030 - EKG Technician	35.90
12035 - Electroneurodiagnostic Technologist	35.90
12040 - Emergency Medical Technician	16.71
12071 - Licensed Practical Nurse I	18.07
12072 - Licensed Practical Nurse II	20.22
12073 - Licensed Practical Nurse III	22.55
12100 - Medical Assistant	17.44
12130 - Medical Laboratory Technician	23.52
12160 - Medical Record Clerk	16.27
12190 - Medical Record Technician	18.20
12195 - Medical Transcriptionist	17.81
12210 - Nuclear Medicine Technologist	44.44
12221 - Nursing Assistant I	11.47***
12222 - Nursing Assistant II	12.89***
12223 - Nursing Assistant III	14.07***
12224 - Nursing Assistant IV	15.80
12235 - Optical Dispenser	15.49
12236 - Optical Technician	18.07
12250 - Pharmacy Technician	17.95
12280 - Phlebotomist	15.12
12305 - Radiologic Technologist	29.10
12311 - Registered Nurse I	24.96
12312 - Registered Nurse II	30.54
12313 - Registered Nurse II Specialist	30.54
12314 - Registered Nurse III	36.95
12315 - Registered Nurse III Anesthetist	36.95
12316 - Registered Nurse IV	44.29
12317 - Scheduler (Drug and Alcohol Testing)	25.05
12320 - Substance Abuse Treatment Counselor	27.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.66
13012 - Exhibits Specialist II	20.64
13013 - Exhibits Specialist III	25.24
13041 - Illustrator I	19.97
13042 - Illustrator II	24.74
13043 - Illustrator III	30.26
13047 - Librarian	22.86
13050 - Library Aide/Clerk	10.90***
13054 - Library Information Technology Systems Administrator	20.73
13058 - Library Technician	14.51***
13061 - Media Specialist I	14.89***
13062 - Media Specialist II	16.67
13063 - Media Specialist III	18.58
13071 - Photographer I	16.38
13072 - Photographer II	18.33
13073 - Photographer III	22.71
13074 - Photographer IV	27.78
13075 - Photographer V	33.61
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	21.90
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.38
14042 - Computer Operator II	20.57
14043 - Computer Operator III	22.94
14044 - Computer Operator IV	25.48
14045 - Computer Operator V	28.22

14071 - Computer Programmer I	(see 1)	24.71
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.37
14160 - Personal Computer Support Technician		25.48
14170 - System Support Specialist		29.30
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.89
15020 - Aircrew Training Devices Instructor (Rated)		38.58
15030 - Air Crew Training Devices Instructor (Pilot)		44.19
15050 - Computer Based Training Specialist / Instructor		31.89
15060 - Educational Technologist		24.47
15070 - Flight Instructor (Pilot)		44.19
15080 - Graphic Artist		23.51
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.86
15086 - Maintenance Test Pilot Rotary Wing		41.86
15088 - Non-Maintenance Test/Co-Pilot		41.86
15090 - Technical Instructor		20.75
15095 - Technical Instructor/Course Developer		25.39
15110 - Test Proctor		16.76
15120 - Tutor		16.76
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.41***
16030 - Counter Attendant		10.41***
16040 - Dry Cleaner		13.84***
16070 - Finisher Flatwork Machine		10.41***
16090 - Presser Hand		10.41***
16110 - Presser Machine Drycleaning		10.41***
16130 - Presser Machine Shirts		10.41***
16160 - Presser Machine Wearing Apparel Laundry		10.41***
16190 - Sewing Machine Operator		14.85***
16220 - Tailor		15.73
16250 - Washer Machine		11.62***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.84
19040 - Tool And Die Maker		27.18
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.95
21030 - Material Coordinator		21.37
21040 - Material Expediter		21.37
21050 - Material Handling Laborer		14.11***
21071 - Order Filler		14.39***
21080 - Production Line Worker (Food Processing)		17.95
21110 - Shipping Packer		15.05
21130 - Shipping/Receiving Clerk		15.05
21140 - Store Worker I		13.08***
21150 - Stock Clerk		17.66
21210 - Tools And Parts Attendant		17.95
21410 - Warehouse Specialist		17.95
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.04
23019 - Aircraft Logs and Records Technician		22.46
23021 - Aircraft Mechanic I		27.40
23022 - Aircraft Mechanic II		29.04
23023 - Aircraft Mechanic III		30.48
23040 - Aircraft Mechanic Helper		19.17
23050 - Aircraft Painter		25.75
23060 - Aircraft Servicer		22.46
23070 - Aircraft Survival Flight Equipment Technician		25.75
23080 - Aircraft Worker		24.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		24.13

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	27.40
II	
23110 - Appliance Mechanic	22.69
23120 - Bicycle Repairer	18.17
23125 - Cable Splicer	38.04
23130 - Carpenter Maintenance	22.42
23140 - Carpet Layer	22.55
23160 - Electrician Maintenance	27.10
23181 - Electronics Technician Maintenance I	26.18
23182 - Electronics Technician Maintenance II	28.68
23183 - Electronics Technician Maintenance III	30.50
23260 - Fabric Worker	20.41
23290 - Fire Alarm System Mechanic	23.62
23310 - Fire Extinguisher Repairer	18.92
23311 - Fuel Distribution System Mechanic	26.97
23312 - Fuel Distribution System Operator	20.50
23370 - General Maintenance Worker	18.18
23380 - Ground Support Equipment Mechanic	27.40
23381 - Ground Support Equipment Servicer	22.46
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	18.92
23392 - Gunsmith II	21.91
23393 - Gunsmith III	24.89
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.28
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.68
23430 - Heavy Equipment Mechanic	25.41
23440 - Heavy Equipment Operator	22.76
23460 - Instrument Mechanic	24.89
23465 - Laboratory/Shelter Mechanic	23.39
23470 - Laborer	14.11***
23510 - Locksmith	23.39
23530 - Machinery Maintenance Mechanic	26.41
23550 - Machinist Maintenance	25.76
23580 - Maintenance Trades Helper	16.48
23591 - Metrology Technician I	24.89
23592 - Metrology Technician II	26.38
23593 - Metrology Technician III	27.69
23640 - Millwright	24.89
23710 - Office Appliance Repairer	18.51
23760 - Painter Maintenance	18.54
23790 - Pipefitter Maintenance	28.25
23810 - Plumber Maintenance	26.55
23820 - Pneudraulic Systems Mechanic	24.89
23850 - Rigger	24.89
23870 - Scale Mechanic	21.91
23890 - Sheet-Metal Worker Maintenance	29.17
23910 - Small Engine Mechanic	21.91
23931 - Telecommunications Mechanic I	30.57
23932 - Telecommunications Mechanic II	32.40
23950 - Telephone Lineman	23.82
23960 - Welder Combination Maintenance	21.26
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.89
23980 - Woodworker	18.92
24000 - Personal Needs Occupations	
24550 - Case Manager	14.65***
24570 - Child Care Attendant	10.97***
24580 - Child Care Center Clerk	13.70***
24610 - Chore Aide	13.61***
24620 - Family Readiness And Support Services Coordinator	14.65***
24630 - Homemaker	14.65***

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	22.69
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	17.42
25210 - Water Treatment Plant Operator	22.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.47
27007 - Baggage Inspector	16.07
27008 - Corrections Officer	21.64
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	21.64
27070 - Firefighter	18.02
27101 - Guard I	16.07
27102 - Guard II	18.83
27131 - Police Officer I	25.72
27132 - Police Officer II	28.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.00***
28042 - Carnival Equipment Repairer	15.20
28043 - Carnival Worker	10.36***
28210 - Gate Attendant/Gate Tender	14.59***
28310 - Lifeguard	11.17***
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.91***
28515 - Recreation Specialist	18.47
28630 - Sports Official	13.00***
28690 - Swimming Pool Operator	17.61
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.77
29020 - Hatch Tender	24.77
29030 - Line Handler	24.77
29041 - Stevedore I	23.08
29042 - Stevedore II	26.46
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	17.36
30022 - Archeological Technician II	19.14
30023 - Archeological Technician III	23.72
30030 - Cartographic Technician	23.72
30040 - Civil Engineering Technician	26.65
30051 - Cryogenic Technician I	26.26
30052 - Cryogenic Technician II	29.01
30061 - Drafter/CAD Operator I	17.36
30062 - Drafter/CAD Operator II	19.14
30063 - Drafter/CAD Operator III	21.34
30064 - Drafter/CAD Operator IV	26.26
30081 - Engineering Technician I	15.72
30082 - Engineering Technician II	17.65
30083 - Engineering Technician III	19.75
30084 - Engineering Technician IV	24.46
30085 - Engineering Technician V	29.93
30086 - Engineering Technician VI	36.21
30090 - Environmental Technician	24.66
30095 - Evidence Control Specialist	23.72
30210 - Laboratory Technician	20.50
30221 - Latent Fingerprint Technician I	26.26
30222 - Latent Fingerprint Technician II	29.01
30240 - Mathematical Technician	28.45
30361 - Paralegal/Legal Assistant I	19.35
30362 - Paralegal/Legal Assistant II	23.96
30363 - Paralegal/Legal Assistant III	29.30

30364 - Paralegal/Legal Assistant IV	35.46
30375 - Petroleum Supply Specialist	29.01
30390 - Photo-Optics Technician	23.72
30395 - Radiation Control Technician	29.01
30461 - Technical Writer I	24.75
30462 - Technical Writer II	30.28
30463 - Technical Writer III	36.63
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	26.26
30502 - Weather Forecaster II	31.93
30620 - Weather Observer Combined Upper Air Or	(see 2) 21.35
Surface Programs	
30621 - Weather Observer Senior	(see 2) 23.72
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.31***
31030 - Bus Driver	18.89
31043 - Driver Courier	16.13
31260 - Parking and Lot Attendant	14.02***
31290 - Shuttle Bus Driver	18.34
31310 - Taxi Driver	14.01***
31361 - Truckdriver Light	17.51
31362 - Truckdriver Medium	18.89
31363 - Truckdriver Heavy	23.30
31364 - Truckdriver Tractor-Trailer	23.30
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.58***
99050 - Desk Clerk	11.77***
99095 - Embalmer	33.91
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.92***
99252 - Laboratory Animal Caretaker II	15.62
99260 - Marketing Analyst	26.06
99310 - Mortician	33.91
99410 - Pest Controller	15.88
99510 - Photofinishing Worker	14.40***
99710 - Recycling Laborer	24.45
99711 - Recycling Specialist	29.63
99730 - Refuse Collector	21.87
99810 - Sales Clerk	13.59***
99820 - School Crossing Guard	10.55***
99830 - Survey Party Chief	23.70
99831 - Surveying Aide	16.88
99832 - Surveying Technician	21.53
99840 - Vending Machine Attendant	19.31
99841 - Vending Machine Repairer	24.29
99842 - Vending Machine Repairer Helper	19.31

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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 twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday 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))."