

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 145	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912HZ22R0022		6. SOLICITATION ISSUE DATE 21-Mar-2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ZAVIENT BEAL			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 21 Apr 2023
9. ISSUED BY ERDC CONTRACTING OFFICE 3909 HALLS FERRY ROAD VICKSBURG MS 39180-6199 TEL: FAX:		CODE W912HZ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 238990 SIZE STANDARD: \$16,500,000				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: 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) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

DRAFT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

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

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

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

1. General: The objective of this Blanket Purchase Agreement (BPA) is to obtain fence repair services for all Engineering Research and Development Centers (ERDC) as well as all facilities and equipment belonging to all ERDC over the next five years. Work will be issued by firm-fixed price Call orders. There is no minimum guarantee for this agreement.

2. Requirement: The Contractor shall furnish all labor, materials, equipment, transportation and cleanup/disposal for all requirements specified in each BPA call. Award of BPA calls will only be made under this BPA at facilities that do not otherwise have a service contract. Categories of Fence repairs and maintenance including but not limited to:

2.1 Fence Types.

The predominate fence type on the ERDC Vicksburg campus is chain link topped with barbed wire but also include other types of fences, gates and hardware including but not limited to:

Manual, Automated and Security Gates

Wood Fence

Steel or Aluminum Fence

Vinyl Fence

Wrought Iron fence

Brick/Concrete Fence

Special Security Fencing

Temporary Fencing

Various Enclosures

Barriers

Mechanical Gates

Mechanical Barriers

2.2 Fence Repair Services.

These services include but are not limited to the supply and installation of fence , repair of fence, maintenance of fence, and cleaning of fences, gates and hardware.

3. Funds Obligation: The Master Blanket Purchase Agreement (BPA) does not obligate any funds. The government shall be obligated only to the extent of authorized purchases actually made via a properly executed BPA Calls.

4. Threshold: The Government estimates, but does not guarantee, that the total volume of purchases through this agreement will be \$950,000. Individual service requirements shall not exceed the simplified acquisition threshold. There is no minimum guarantee of work. There is no minimum BPA Call value.

5. Period of Performance: This BPA expires Five (5) years from award date or at reaching the BPA limit (\$950,000), whichever is earlier.

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6.0 LOCATION AND DESCRIPTIONS OF FACILITIES:

ERDC locations included in this agreement include but are not limited to:

- Engineering Research and Development Center, Vicksburg, MS
- Cold Regions Research and Development Laboratory, Hanover, NH
- Construction Engineering and Research Laboratory, Champaign, IL
- Geospatial Research Laboratory, Alexandria, VA
- Coastal and Hydraulics Laboratory Field Research Facility, Duck, NC
- Lewisville Aquatic Ecosystem Research Facility, Lewisville, TX
- USACE Reach-back Operations Center, Mobile, AL
- Permafrost Tunnel Research Facility, Fox, AK
- Permafrost Experiment Station, Fairbanks, AK

7. CONTRACTOR RESPONSIBILITIES:

A. Performance: The Contractor shall comply with the following stipulations:

- (1) The Government will issue a Request for Quote describing each individual BPA Call as needed. The Contractor is encouraged to perform on-site assessments of RFQs. Each RFQ shall, at a minimum, describe the desired work, list any materials being provided by the Government, and period of performance.
- (2) The Contractor shall provide a Cost Proposal to the Government within fourteen (14) calendar days of issuance of the RFQ.
- (3) The Contractor must be able to commence execution of the calls within fourteen (14) calendar days of the issuance of a Call.

B. Licensing and Qualifications - The Contractor shall comply with licensing and qualifications requirements of the State work is to be performed.

C. Permits - The Contractor shall obtain all required permits for performance of work, and shall remain in compliance with all applicable federal, state, and local laws and regulations and with the agreement requirements.

D. Personnel Qualifications - Contractor personnel shall be qualified to perform the work described in each Call, and shall perform all work in a neat and workman-like manner in compliance with applicable codes and ordinances. All trade personnel shall be licensed by the State for the level of performance required for the work described.

E. Existing Conditions - The Contractor shall verify all existing site conditions, and shall hold the Government harmless for any conditions unrecognized by the Contractor that affect any part of this agreement.

F. Planning and Execution - The Contractor shall plan, program, administer, manage, execute, and complete the work necessary to provide the services required, pursuant to this agreement, including but not limited to procurement of specific incidental material, quality control, financial control, correspondence, and accurate and complete maintenance of records. Contractor is solely responsible for accurately surveying and calculating quantities of all tasks defined products and materials needed as well as determining all necessary installation details and associated costs.

- G. Safety- The Contractor shall adhere to the applicable portions of the current edition of U.S. Army Corps of Engineers, Manual (EM): EM 385-1-1 Safety and Health Requirements Manual, Current Edition in performing the services required.
- H. Quality Control Program - The Contractor, and not the Government, will be responsible for management and quality control actions necessary to meet the quality standards set forth by this agreement.
- J. Pre-Performance Meeting - Prior to beginning any work under this agreement, the Contractor shall meet formally with the Government's Technical Point of Contact (TPOC) and/or COR at a mutually-agreed-to date and time to review the specified work and to review the Contractor's submitted documents.
- K. Spills, Leaks, and Hazardous Waste - Any hazardous waste generated by the Contractor in the execution of this agreement shall be properly disposed of by the Contractor at no additional cost to the Government and such disposal shall comply with all applicable federal, state and local regulations. The Contractor shall clean up any spills of oil or hazardous waste resulting from the Contractor's operations.
- L. General Waste and Debris -- During performance of work the Contractor shall control waste and debris to ensure that it stays within the work area. Contractor shall remove waste and debris from the work area and properly dispose of it on a daily basis. Such waste and debris must be periodically removed from the site. Contractor supplied dumpsters may be arranged with the COR or TPOC, but dumpsters must be parked in a manner that does not block normal traffic, access for fire and other emergency equipment, or personnel egress in the event of an emergency. Site access for dumpster delivery and removal must be arranged with the COR or TPOC in advance so that access point security personnel may be timely notified.
- M. Stored Tools and Materials - The Contractor may, with the Government's approval, and at the sole responsibility of the Contractor, store tools, materials, and equipment used in the performance of this agreement on the site. Such tools, materials, and equipment must remain within the work area unless arrangements for storage elsewhere are made with the COR or TPOC.
- N. Property Damage - Any property damaged by the Contractor's employees or Contractor's operations under this agreement shall be replaced or repaired to original condition by the Contractor at no additional cost to the Government.

8. GOVERNMENT RESPONSIBILITIES:

- A. BPA Calls - Upon acceptance of the Contractor's Quote in response to the Government's RFQ, the Government shall issue a Call for the work to be accomplished by the Contractor. Each Call, at a minimum, shall describe the desired work, and period of performance.
- B. Utilities on Site - The Government will provide the Contractor use of electricity and water without charge for the performance of the requirements of this agreement.
- C. Emergency Action Plan - The Government shall brief the Contractor on the Emergency Action Plan. The contractor's safety officer shall be responsible for briefing all of Contractor's personnel and subcontractors performing work under this agreement prior to those personnel performing site work under this agreement.
- E. Smoking Areas - Except for designated areas, the campus is designated a "No Smoking Zone".

9. SAFETY REQUIREMENTS:

- A. Rules and Regulations – Safety shall in accordance with the latest version of EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual which may be found at (<http://www.usace.army.mil/CESO/Document/EM385-1-1FINAL.pdf>), applicable OSHA regulations, and other applicable federal, state, and local regulations, including safety procedures required by the Safety Office. Where regulations differ, the most stringent shall apply.
- B. Employee Safety Awareness – The Contractor shall insure that each of its employees working on the site (s) covered by this agreement reviews the applicable APP and AHA prior to beginning work.
- C. Accident Reporting – The Contractor shall report all accidents to the COR as soon as possible, but not more than twenty-four hours after the accident occurs. The Contractor shall thoroughly investigate the accident and submit its findings along with appropriate corrective action taken to the COR. The Contractor shall be responsible for OSHA accident reporting and recordkeeping requirements.

10. SECURITY AND ACCESS REQUIREMENTS:

A. Site Security – The Contractor shall report any vandalism, suspicious activities or devices to the COR or local police as soon as possible. The COR will notify the Contractor of any heightened security measures and will expect vigilant monitoring of equipment, grounds and security fencing while working. At a heightened security posture, there may be work areas that are restricted. The COR will notify the Contractor of these restricted areas, and work may be delayed or restricted or will be performed in these areas under the direct supervision of U.S. Army Corps of Engineers personnel.

B. Hours of Operation – Normal hours of operation are Monday through Friday from 0700 until 1600 excluding Federal holidays. The Contractor shall arrange work during these working hours unless authorized to work during other hours from the KO or COR.

C. Security Requirements –

- (1) U.S. Citizens: Contractor personnel must be U. S. citizens. All Contractor personnel are required to sign in with Security to obtain and wear security identification badges. A picture ID is required. Contractor personnel shall follow all sign-in and security regulations as directed by the Security Office and the TPOC.
- (2) No Weapons Allowed: All persons and vehicles entering a US Government facility are subject to inspection for firearms, explosives and dangerous weapons, per AR 190-22.
- (3) Subcontractor Access/Deliveries: The Contractor shall notify the TPOC the day before or as soon as possible when subcontractors are to arrive or deliveries of equipment and supplies are to occur. This will facilitate access on to the installation and prevent delays at the security gates.
- (4) General Protection/Security Policy and Procedures: The Contractor and all associated subcontractor employees shall comply with applicable installation, access and local security policies and procedures. Policies and procedures will be provided by the local Security Office. The Contractor workforce must comply with all personal

identity verification requirements as directed by DoD, HQDA, and local policies. In addition to the changes otherwise authorized by the changes clause of this agreement, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(5) Access to DoD Facility: For contractors who do not require a Common Access Card (CAC), but may require access to a DoD facility or installation. The contractor will arrange visits via the COR and TPOCs. Visitor requests will be submitted by the government to allow contractor access. Contractors must disclose US citizenship status to the COR/TPOC and must bring proof of identification for security inspection upon visit. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

(6) iWATCH Training: The Contractor and all associated subcontractors shall brief all employees on the USACE iWATCH program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 45 calendar days of agreement award and within 45 days of new employees commencing performance on the agreement. The agreement shall provide certification of completion to the COR within 10 days of training completion. Training documents will be provided by the Security Office.

(7) Pre-screen Candidates Using E-Verify Program: The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial agreement award." *When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

11. ENVIRONMENTAL REQUIREMENTS:

A. Environmental Protection – The Contractor shall be in compliance with Federal, State, and local environmental laws, regulations, and ordinances applicable to this agreement. The Contractor is responsible for being currently informed of changes in environmental laws, regulations and ordinances. Violations or delays resulting from the Contractor's failure to

comply with environmental laws, regulations, and ordinances shall not affect the approved performance schedule. Where laws, regulations, and/or regulations differ, the most stringent shall apply.

- B. Spill Containment – The Contractor shall have containment material in the immediate location of the work when performing work involving liquids. In the event of a spill, the Contractor shall contain spillage with corrective countermeasures, and once the spill is contained, notify the TPOC or COR. Spills shall be stopped from entering the environment.
- C. Material Safety Data Sheets – The Contractor shall provide Material Safety Data Sheets to the TPOC or COR for products or materials delivered to or transported onto the Campus for use in performance of this agreement. No hazardous product may be used without the prior approval of the COR. Applicable Material Safety Data Sheets shall be maintained at each site for the duration of this agreement.
- E. Labeling Hazardous Materials – The Contractor shall ensure that all hazardous materials delivered to or transported by it onto the Campus are properly labeled in accordance with Federal regulation 29CFR1910.1200.

12. Quality Control – The Contractor shall meet identified performance standards as listed in the Table below. The Government will assure compliance with the identified standards as noted in the Table.

Requirement Performance Objective	Performance Standard	Method of Surveillance	Acceptable Quality Level (AQL)	Incentives/Disincentives for Meeting or Not Meeting the Performance Standards
Licenses, Permits, Certificates	Personnel shall meet all minimum legal requirements to perform work	Verification of Documentation	100% Compliance	Withhold RFQs
Identification of Personnel	List of personnel to work on project to TPOC prior to start of work	Verification of Documentation	100% Compliance	Personnel not allowed to work on project
Personal Protective Equipment (PPE)	Provide required PPE for employees	Observation of PPE	100% Compliance	Contractor not allowed to work on campus until requirement met
Visitor Requests and Badging	Arrange visits via COR/TPOC	Verification of security notifications	100% Compliance	Contractor's employees not allowed access to campus

Environmental Requirements Compliance	Contractor is in compliance with applicable laws and regulations and can accommodate spill containment	Observation of Contractor's work area	100% Compliance	Contractor shall stop work until compliance is observed, and shall remediate spills at Contractor's expense
Quality of Work	Work to be performed in a neat and workman-like manner, and without defects	Daily inspections of the work	95% Compliance	Correct defects at Contractor's expense
Maintain Clean Work Space	Work areas maintained clean and free of debris and rubble on a daily basis	Daily inspections of work area	95% Compliance	Clean work area as required before resuming work
Damaged Property Repaired or replaced	Repair damage caused by Contractor or replace damaged facilities	Daily inspections of work area	95% Compliance	Repair or replace damaged facilities at Contractor's expense prior to acceptance of work
Calls completed in a timely manner in accordance with the PWS	Work completed in accordance with Call	Daily inspections of work area	95% Compliance	Correct defects at Contractor's expense

13. INSPECTION AND JOB COMPLETION -- This agreement is subject to routine Government inspections throughout the performance of contractor work and a final Government inspection upon completion of each job.

A. Inspections -- Routine inspections by the COR and/or TPOC will be performed to help ensure continuous quality assurance and more quickly identify defects. The Contractor shall repair defects, whether identified by the Government or the Contractor as directed by the Government at the Contractor's expense.

B. Job Completion -- Upon completion of the work in each BPA Call, the Government will make a final inspection to confirm that:

- (1) Required work has been completed and complies with the PWS and applicable State and local codes and regulations.
- (2) There are no Defects, and any defects have been corrected as directed.
- (3) Work areas are neat, clean, and free of debris and rubble.

- (4) Debris and rubble have been removed from the site or disposed of in a manner compliant with the Call and applicable rules and regulations.
- (4) Badges issued to contractor employees have been returned to the Security Office.

14. BPA CALL SUBMITTALS --_This agreement requires the submittal of some items for approval by the Government before work may commence. The Government also requires submittals for information only before individual jobs are judged as complete.

Contractor shall submit the following to the TPOC/COR.

A. General Submittals for Government Approval:

- (1) Permits, Licenses, Certifications – The Contractor shall submit copies of required licenses and permits, and shall document the qualification level of employees who are to perform work on an as needed basis when requested by the Government.
- (2) Identification of Workers – The Contractor shall submit a complete list of personnel who will perform site work under this agreement, identifying each person by their full legal name. All such personnel shall be U.S. citizens, shall have a current driver’s license or other state-issued photo identification. Before each individual job (BPA call), the contractor shall supply the TPOC with the names of his personnel who will work on that specific job.

B. Technical Submittals for Government Approval:

- (1) If the contractor proposes to provide an “equal” product to a product specified in the PWS, the “equal” product specifications must be submitted for approval with their RFP. Only products meeting or exceeding the specifications for the listed product can be approved for this agreement. Once an “equal” has been approved, no substitutions by the contractor will be allowed.
- (2) Product Data: Copies of written product data describing materials not provided by the Government but specifically listed in the BPA Call. No substitutions by the contractor will be allowed once materials have been approved.
- (3) Material Safety Data Sheets (MSDS): MSDS sheets for cleaners or lubrication or any other materials intended for use on this agreement. No substitutions by the contractor will be allowed once materials have been approved.

15.0 ADMINISTRATIVE DATA

Appointed Micro-Purchase Contracting Officers, in good standing, are authorized to place calls against this BPA up to Agency/Organization Program Coordinator (A/OPC) delegated single purchase authority limit, not to exceed the Micro-purchase threshold for services of \$2,500 (10 U.S.C. 2338). A cardholder cannot place a call that exceeds their delegated GPC authority/appointment. Additionally, individuals designated by the Contracting Officer with BPA Procurement Authorization may place calls against this BPA up to \$25,000.

Actions greater than the thresholds above require a complete Procurement Action Request (PAR) submitted to the Contracting Office for processing. Only a warranted Contracting Officer is authorized to initiate and complete a BPA call greater than \$25,000.

The Master BPA's will expire in five (5) years from date of award or total purchases reaching the BPA limit, whichever occurs first.

Actual purchases will be made via properly executed BPA Call. These orders will be initiated at the time the Services are needed by an authorized representative of the Contracting Office or by a warranted Micro-purchase Contracting Officer.

All BPA calls shall be supported by a delivery ticket or sales slip that must contain the following information at a minimum:

- (1) Name of supplier.
- (2) BPA number.
- (3) Date.
- (4) BPA call number and/or PR&C number.
- (5) Itemized list of supplies.
- (6) Quantity, unit price, and extension of each item; less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (7) Date of delivery.

16. INVOICE INSTRUCTIONS

Invoices will be submitted and processed for each delivery of supplies.

- (1) A proper invoice must be in accordance with FAR 32.905 (b)(1).
- (2) Submit invoice via email to: CEFC.CEFC-payments@usace.army.mil
- (3) To avoid delay in payment, a copy must also be emailed to the person ordering the services.

17. INSTRUCTIONS TO OFFERORS

In order for the government to make a determination as to whether an offeror is capable of performing the services described herein, the offeror must submit the following. Proposals shall be limited to no more than 30 pages total. Text should be 12-point, Times New Roman. Pages exceeding the page limit will be removed and not evaluated.

A. RELEVANT EXPERIENCE:

Note that an offeror need not have experience in each and every service area to be eligible for an award. Contractors are requested to submit BPAs/Contracts that are ongoing or have been completed within five (5) years from the date of this solicitation that best represent their experience similar to this requirement. This includes projects of a similar scope, size, and

complexity; submittal of Licenses to perform services outlined in this PWS; Resumes and certificates of Key Personnel. Interested vendors response shall include the company Cage Code and/or DUNS number.

B. PAST PERFORMANCE:

The Offeror should provide past performance information for each project provided under relevant experience. The past performance submission should be relevant (similar services to those that are outlined herein) and recent (within the last five (5) years).

C. CERTIFICATE OF INSURANCE:

The contractor shall submit a certificate of insurance in accordance with clause 52.228-5.

D. PRICING:

Interested vendors response should include a web site, pricelist, or catalog which shows representative costs for facilities, operations services (if available). If a web site, pricelist, or catalog is not available please provide the Regular Hourly Rate of a Basic Laborer for your company. There is no requirement for a "pricing bid" associated with this action.

18. PROPOSAL SUBMITTAL:

Proposals shall be submitted via email with the subject line reading "ERDC Fence Repair Services BPA" to:

Zavien.T.Beal@usace.army.mil

Only electronic submissions will be accepted. All questions concerning this solicitation must be submitted to the Government via email to: Zavien.T.Beal@usace.army.mil

The Government will accept questions up to ten (10) calendar days of the due date.

ADMINISTRATIVE INFORMATION

ADMINISTRATIVE INFORMATION

Department of Labor Wage
Determination Wage Determination
No.: 2015-4025 New Hampshire
Wage Det. No. 2015-5173 -
Mississippi
Wage Det. No. 2015-5015 -
Illinois
Wage Det. No. 2015-4281-
Virginia
Wage Det. No. 2015-4407-North
Carolina
Wage Det. No.2015-5771-Texas

Wage Det. No.2015-4605
Alabama
Wage Det. No.2015-5683-
Alaska

are all applicable to this BPA at time of award.

The Master BPA shall be reviewed annually before the anniversary of the effective date and revised as necessary to conform to regulatory or statutory requirements.

WAGE DETERMINATION VIRGINIA

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4281
Daniel W. Simms Division of | Revision No.: 24
Director Wage Determinations| 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	With certain exceptions Executive Order
after January 30 2022 or the	14026 applies to the contract.
contract is renewed or extended (e.g.	The contractor must pay all covered workers
an option is exercised) on or after	at least \$15.00 per hour (or the applicable
January 30 2022:	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	With certain exceptions Executive Order
after January 30 2022 or the	13658 applies to the contract.
2022 and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30	at least \$11.25 per hour (or the applicable
2022:	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>.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert Charles Prince George's
 Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier
 Loudoun Manassas Manassas Park Prince William Stafford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.39
01012 - Accounting Clerk II		21.79
01013 - Accounting Clerk III		24.36
01020 - Administrative Assistant		37.47
01035 - Court Reporter		28.71
01041 - Customer Service Representative I		16.73
01042 - Customer Service Representative II		18.25
01043 - Customer Service Representative III		20.48
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher Motor Vehicle		23.00
01070 - Document Preparation Clerk		18.23
01090 - Duplicating Machine Operator		18.23
01111 - General Clerk I		17.51
01112 - General Clerk II		19.12
01113 - General Clerk III		21.47
01120 - Housing Referral Assistant		25.33
01141 - Messenger Courier		19.79
01191 - Order Clerk I		16.71
01192 - Order Clerk II		18.23
01261 - Personnel Assistant (Employment) I		19.76
01262 - Personnel Assistant (Employment) II		22.10
01263 - Personnel Assistant (Employment) III		24.63
01270 - Production Control Clerk		26.81
01290 - Rental Clerk		18.17
01300 - Scheduler Maintenance		20.31
01311 - Secretary I		20.31
01312 - Secretary II		22.72
01313 - Secretary III		25.33
01320 - Service Order Dispatcher		20.56
01410 - Supply Technician		37.47
01420 - Survey Worker		21.30
01460 - Switchboard Operator/Receptionist		17.45
01531 - Travel Clerk I		19.03
01532 - Travel Clerk II		20.71
01533 - Travel Clerk III		22.45
01611 - Word Processor I		18.62
01612 - Word Processor II		20.92
01613 - Word Processor III		23.39
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		28.60
05010 - Automotive Electrician		26.35
05040 - Automotive Glass Installer		24.82
05070 - Automotive Worker		24.82
05110 - Mobile Equipment Servicer		21.35

05130 - Motor Equipment Metal Mechanic	27.74
05160 - Motor Equipment Metal Worker	24.82
05190 - Motor Vehicle Mechanic	27.74
05220 - Motor Vehicle Mechanic Helper	19.53
05250 - Motor Vehicle Upholstery Worker	23.17
05280 - Motor Vehicle Wrecker	24.82
05310 - Painter Automotive	26.35
05340 - Radiator Repair Specialist	24.82
05370 - Tire Repairer	15.88
05400 - Transmission Repair Specialist	27.74
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.31
07041 - Cook I	17.78
07042 - Cook II	20.67
07070 - Dishwasher	14.59***
07130 - Food Service Worker	14.77***
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	14.12***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.06
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	22.12
09090 - Furniture Refinisher Helper	16.39
09110 - Furniture Repairer Minor	19.45
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.32***
11060 - Elevator Operator	15.64
11090 - Gardener	23.36
11122 - Housekeeping Aide	15.64
11150 - Janitor	15.64
11210 - Laborer Grounds Maintenance	17.44
11240 - Maid or Houseman	14.58***
11260 - Pruner	16.35
11270 - Tractor Operator	21.37
11330 - Trail Maintenance Worker	17.44
11360 - Window Cleaner	16.64
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	25.31
12012 - Certified Occupational Therapist Assistant	35.59
12015 - Certified Physical Therapist Assistant	30.02
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	50.57
12030 - EKG Technician	37.13
12035 - Electroneurodiagnostic Technologist	37.13
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	22.63
12072 - Licensed Practical Nurse II	25.31
12073 - Licensed Practical Nurse III	28.22
12100 - Medical Assistant	18.95
12130 - Medical Laboratory Technician	28.82
12160 - Medical Record Clerk	22.95
12190 - Medical Record Technician	27.06
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	43.13

12221 - Nursing Assistant I	13.87***	
12222 - Nursing Assistant II	15.59	
12223 - Nursing Assistant III	17.01	
12224 - Nursing Assistant IV	19.11	
12235 - Optical Dispenser	25.02	
12236 - Optical Technician	21.36	
12250 - Pharmacy Technician	18.40	
12280 - Phlebotomist	21.37	
12305 - Radiologic Technologist	37.13	
12311 - Registered Nurse I	30.40	
12312 - Registered Nurse II	36.78	
12313 - Registered Nurse II Specialist	36.78	
12314 - Registered Nurse III	44.14	
12315 - Registered Nurse III Anesthetist	44.14	
12316 - Registered Nurse IV	52.91	
12317 - Scheduler (Drug and Alcohol Testing)		31.36
12320 - Substance Abuse Treatment Counselor		28.68
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	24.30	
13012 - Exhibits Specialist II	30.10	
13013 - Exhibits Specialist III	36.82	
13041 - Illustrator I	22.26	
13042 - Illustrator II	27.57	
13043 - Illustrator III	33.73	
13047 - Librarian	42.46	
13050 - Library Aide/Clerk	17.98	
13054 - Library Information Technology Systems Administrator		38.33
13058 - Library Technician	23.37	
13061 - Media Specialist I	27.67	
13062 - Media Specialist II	30.94	
13063 - Media Specialist III	34.50	
13071 - Photographer I	20.30	
13072 - Photographer II	22.87	
13073 - Photographer III	28.64	
13074 - Photographer IV	34.67	
13075 - Photographer V	41.62	
13090 - Technical Order Library Clerk		22.57
13110 - Video Teleconference Technician		30.04
14000 - Information Technology Occupations		
14041 - Computer Operator I	22.89	
14042 - Computer Operator II	25.63	
14043 - Computer Operator III	28.56	
14044 - Computer Operator IV	31.72	
14045 - Computer Operator V	35.16	
14071 - Computer Programmer I	(see 1)	26.99
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		22.89
14160 - Personal Computer Support Technician		31.72
14170 - System Support Specialist		38.69
15000 - Instructional Occupations		

15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	46.20
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	36.01
15085 - Maintenance Test Pilot Fixed Jet/Prop	51.76
15086 - Maintenance Test Pilot Rotary Wing	51.76
15088 - Non-Maintenance Test/Co-Pilot	51.76
15090 - Technical Instructor	31.61
15095 - Technical Instructor/Course Developer	38.67
15110 - Test Proctor	25.52
15120 - Tutor	25.52
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	17.13
16030 - Counter Attendant	17.13
16040 - Dry Cleaner	19.57
16070 - Finisher Flatwork Machine	17.13
16090 - Presser Hand	17.13
16110 - Presser Machine Drycleaning	17.13
16130 - Presser Machine Shirts	17.13
16160 - Presser Machine Wearing Apparel Laundry	17.13
16190 - Sewing Machine Operator	20.38
16220 - Tailor	21.20
16250 - Washer Machine	17.94
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	29.55
19040 - Tool And Die Maker	35.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.18
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	15.98
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	22.18
21110 - Shipping Packer	18.17
21130 - Shipping/Receiving Clerk	18.17
21140 - Store Worker I	16.31
21150 - Stock Clerk	20.29
21210 - Tools And Parts Attendant	22.18
21410 - Warehouse Specialist	22.18
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.71
23019 - Aircraft Logs and Records Technician	32.27
23021 - Aircraft Mechanic I	38.65
23022 - Aircraft Mechanic II	40.71
23023 - Aircraft Mechanic III	42.69
23040 - Aircraft Mechanic Helper	27.20
23050 - Aircraft Painter	36.70
23060 - Aircraft Servicer	32.27
23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	34.57
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.57
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	38.65

II	
23110 - Appliance Mechanic	22.74
23120 - Bicycle Repairer	17.40
23125 - Cable Splicer	36.39
23130 - Carpenter Maintenance	27.29
23140 - Carpet Layer	22.54
23160 - Electrician Maintenance	29.95
23181 - Electronics Technician Maintenance I	32.91
23182 - Electronics Technician Maintenance II	34.94
23183 - Electronics Technician Maintenance III	36.78
23260 - Fabric Worker	25.98
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	23.94
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	23.48
23380 - Ground Support Equipment Mechanic	38.65
23381 - Ground Support Equipment Servicer	32.27
23382 - Ground Support Equipment Worker	34.57
23391 - Gunsmith I	23.94
23392 - Gunsmith II	27.83
23393 - Gunsmith III	31.11
23410 - Heating Ventilation And Air-Conditioning Mechanic	30.17
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	31.78
23430 - Heavy Equipment Mechanic	29.18
23440 - Heavy Equipment Operator	26.20
23460 - Instrument Mechanic	33.14
23465 - Laboratory/Shelter Mechanic	29.55
23470 - Laborer	16.48
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	30.29
23550 - Machinist Maintenance	30.16
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.14
23592 - Metrology Technician II	34.91
23593 - Metrology Technician III	36.61
23640 - Millwright	29.89
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	22.38
23790 - Pipefitter Maintenance	30.60
23810 - Plumber Maintenance	29.07
23820 - Pneudraulic Systems Mechanic	31.11
23850 - Rigger	31.05
23870 - Scale Mechanic	27.83
23890 - Sheet-Metal Worker Maintenance	29.04
23910 - Small Engine Mechanic	22.69
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	37.13
23960 - Welder Combination Maintenance	27.58
23965 - Well Driller	27.13
23970 - Woodcraft Worker	31.11
23980 - Woodworker	23.94
24000 - Personal Needs Occupations	

24550 - Case Manager	20.75	
24570 - Child Care Attendant	15.17	
24580 - Child Care Center Clerk	18.91	
24610 - Chore Aide	14.42***	
24620 - Family Readiness And Support Services Coordinator		20.75
24630 - Homemaker	20.75	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	37.98	
25040 - Sewage Plant Operator	28.29	
25070 - Stationary Engineer	37.98	
25190 - Ventilation Equipment Tender	26.74	
25210 - Water Treatment Plant Operator	28.29	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	23.83	
27007 - Baggage Inspector	19.39	
27008 - Corrections Officer	29.35	
27010 - Court Security Officer	30.66	
27030 - Detection Dog Handler	21.69	
27040 - Detention Officer	29.35	
27070 - Firefighter	31.96	
27101 - Guard I	19.39	
27102 - Guard II	21.69	
27131 - Police Officer I	33.25	
27132 - Police Officer II	36.96	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	16.91	
28042 - Carnival Equipment Repairer	18.48	
28043 - Carnival Worker	12.94***	
28210 - Gate Attendant/Gate Tender	18.07	
28310 - Lifeguard	12.75***	
28350 - Park Attendant (Aide)	20.22	
28510 - Recreation Aide/Health Facility Attendant		14.76***
28515 - Recreation Specialist	25.05	
28630 - Sports Official	16.10	
28690 - Swimming Pool Operator	21.48	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	34.82	
29020 - Hatch Tender	34.82	
29030 - Line Handler	34.82	
29041 - Stevedore I	32.51	
29042 - Stevedore II	36.97	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO) (see 2)		46.70
30011 - Air Traffic Control Specialist Station (HFO) (see 2)		32.20
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)		35.47
30021 - Archeological Technician I	20.86	
30022 - Archeological Technician II	23.34	
30023 - Archeological Technician III	28.90	
30030 - Cartographic Technician	28.90	
30040 - Civil Engineering Technician	32.88	
30051 - Cryogenic Technician I	32.01	
30052 - Cryogenic Technician II	35.36	
30061 - Drafter/CAD Operator I	20.86	
30062 - Drafter/CAD Operator II	23.34	
30063 - Drafter/CAD Operator III	26.01	

30064 - Drafter/CAD Operator IV	32.01	
30081 - Engineering Technician I	22.92	
30082 - Engineering Technician II	25.72	
30083 - Engineering Technician III	28.79	
30084 - Engineering Technician IV	35.64	
30085 - Engineering Technician V	43.61	
30086 - Engineering Technician VI	52.76	
30090 - Environmental Technician	28.90	
30095 - Evidence Control Specialist	28.90	
30210 - Laboratory Technician	28.21	
30221 - Latent Fingerprint Technician I	37.63	
30222 - Latent Fingerprint Technician II	41.56	
30240 - Mathematical Technician	35.01	
30361 - Paralegal/Legal Assistant I	23.32	
30362 - Paralegal/Legal Assistant II	28.90	
30363 - Paralegal/Legal Assistant III	35.35	
30364 - Paralegal/Legal Assistant IV	42.76	
30375 - Petroleum Supply Specialist	35.36	
30390 - Photo-Optics Technician	28.90	
30395 - Radiation Control Technician	35.36	
30461 - Technical Writer I	28.83	
30462 - Technical Writer II	35.27	
30463 - Technical Writer III	42.68	
30491 - Unexploded Ordnance (UXO) Technician I		29.68
30492 - Unexploded Ordnance (UXO) Technician II		35.91
30493 - Unexploded Ordnance (UXO) Technician III		43.04
30494 - Unexploded (UXO) Safety Escort		29.68
30495 - Unexploded (UXO) Sweep Personnel		29.68
30501 - Weather Forecaster I	32.01	
30502 - Weather Forecaster II	38.93	
30620 - Weather Observer Combined Upper Air Or	(see 2)	26.01
Surface Programs		
30621 - Weather Observer Senior	(see 2)	28.90
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	35.91	
31020 - Bus Aide	16.18	
31030 - Bus Driver	23.52	
31043 - Driver Courier	20.34	
31260 - Parking and Lot Attendant		15.09
31290 - Shuttle Bus Driver		19.93
31310 - Taxi Driver		17.71
31361 - Truckdriver Light		22.24
31362 - Truckdriver Medium		24.14
31363 - Truckdriver Heavy		23.78
31364 - Truckdriver Tractor-Trailer		23.78
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.51
99030 - Cashier	13.79***	
99050 - Desk Clerk	14.61***	
99095 - Embalmer		34.10
99130 - Flight Follower		29.68
99251 - Laboratory Animal Caretaker I		16.35
99252 - Laboratory Animal Caretaker II		17.88
99260 - Marketing Analyst		37.55
99310 - Mortician		34.10
99410 - Pest Controller		21.91

99510 - Photofinishing Worker	18.65
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	14.24***
99820 - School Crossing Guard	18.02
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.03
99841 - Vending Machine Repairer	21.64
99842 - Vending Machine Repairer Helper	17.03

***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 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))."

WAGE DETERMINATION MS

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5173
Daniel W. Simms Division of | Revision No.: 23
Director Wage Determinations | 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 | With certain exceptions Executive Order |
after January 30 2022 or the | 14026 applies to the contract. |
contract is renewed or extended (e.g. | The contractor must pay all covered workers |
an option is exercised) on or after | at least \$15.00 per hour (or the applicable |
January 30 2022: | 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 | With certain exceptions Executive Order |
after January 30 2022 or the | 13658 applies to the contract. |
2022 and the contract is not renewed | The contractor must pay all covered workers |
or extended on or after January 30 | at least \$11.25 per hour (or the applicable |
2022: | 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: Mississippi

Area: Mississippi Counties of Adams Amite Claiborne Franklin Jefferson
Lawrence Lincoln Pike Walthall Warren Wilkinson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.79***
01012 - Accounting Clerk II		16.62
01013 - Accounting Clerk III		18.58
01020 - Administrative Assistant		19.90
01035 - Court Reporter		17.17
01041 - Customer Service Representative I		13.05***
01042 - Customer Service Representative II		14.24***
01043 - Customer Service Representative III		15.98
01051 - Data Entry Operator I		11.89***
01052 - Data Entry Operator II		12.97***
01060 - Dispatcher Motor Vehicle		23.14
01070 - Document Preparation Clerk		12.97***
01090 - Duplicating Machine Operator		12.97***
01111 - General Clerk I		13.05***
01112 - General Clerk II		14.24***
01113 - General Clerk III		15.98
01120 - Housing Referral Assistant		18.16
01141 - Messenger Courier		10.58***
01191 - Order Clerk I		11.89***
01192 - Order Clerk II		13.84***
01261 - Personnel Assistant (Employment) I		14.80***
01262 - Personnel Assistant (Employment) II		16.56
01263 - Personnel Assistant (Employment) III		18.47
01270 - Production Control Clerk		21.92
01290 - Rental Clerk		14.52***
01300 - Scheduler Maintenance		14.57***
01311 - Secretary I		14.57***
01312 - Secretary II		16.29
01313 - Secretary III		18.16
01320 - Service Order Dispatcher		20.45
01410 - Supply Technician		19.90
01420 - Survey Worker		12.43***
01460 - Switchboard Operator/Receptionist		13.16***
01531 - Travel Clerk I		12.84***
01532 - Travel Clerk II		13.59***
01533 - Travel Clerk III		14.23***
01611 - Word Processor I		12.97***
01612 - Word Processor II		14.57***
01613 - Word Processor III		16.29
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		18.56
05010 - Automotive Electrician		17.13
05040 - Automotive Glass Installer		16.21
05070 - Automotive Worker		16.21
05110 - Mobile Equipment Servicer		14.24***
05130 - Motor Equipment Metal Mechanic		18.03
05160 - Motor Equipment Metal Worker		16.21
05190 - Motor Vehicle Mechanic		17.61
05220 - Motor Vehicle Mechanic Helper		13.16***
05250 - Motor Vehicle Upholstery Worker		15.14

05280 - Motor Vehicle Wrecker	16.21
05310 - Painter Automotive	17.13
05340 - Radiator Repair Specialist	16.21
05370 - Tire Repairer	13.42***
05400 - Transmission Repair Specialist	18.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.31***
07041 - Cook I	9.83***
07042 - Cook II	11.57***
07070 - Dishwasher	8.98***
07130 - Food Service Worker	9.07***
07210 - Meat Cutter	13.64***
07260 - Waiter/Waitress	8.98***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.96
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	19.96
09090 - Furniture Refinisher Helper	14.52***
09110 - Furniture Repairer Minor	17.36
09130 - Upholsterer	19.96
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.11***
11060 - Elevator Operator	11.11***
11090 - Gardener	16.44
11122 - Housekeeping Aide	10.51***
11150 - Janitor	10.51***
11210 - Laborer Grounds Maintenance	11.86***
11240 - Maid or Houseman	9.26***
11260 - Pruner	10.43***
11270 - Tractor Operator	14.88***
11330 - Trail Maintenance Worker	11.86***
11360 - Window Cleaner	11.94***
12000 - Health Occupations	
12010 - Ambulance Driver	18.11
12011 - Breath Alcohol Technician	18.47
12012 - Certified Occupational Therapist Assistant	29.73
12015 - Certified Physical Therapist Assistant	28.59
12020 - Dental Assistant	16.09
12025 - Dental Hygienist	30.04
12030 - EKG Technician	27.99
12035 - Electroneurodiagnostic Technologist	27.99
12040 - Emergency Medical Technician	18.11
12071 - Licensed Practical Nurse I	16.50
12072 - Licensed Practical Nurse II	18.47
12073 - Licensed Practical Nurse III	20.59
12100 - Medical Assistant	14.07***
12130 - Medical Laboratory Technician	22.61
12160 - Medical Record Clerk	15.35
12190 - Medical Record Technician	17.16
12195 - Medical Transcriptionist	16.50
12210 - Nuclear Medicine Technologist	40.58
12221 - Nursing Assistant I	11.15***
12222 - Nursing Assistant II	12.53***
12223 - Nursing Assistant III	13.68***
12224 - Nursing Assistant IV	15.35
12235 - Optical Dispenser	18.47

12236 - Optical Technician	16.67
12250 - Pharmacy Technician	16.56
12280 - Phlebotomist	15.66
12305 - Radiologic Technologist	22.57
12311 - Registered Nurse I	23.60
12312 - Registered Nurse II	28.87
12313 - Registered Nurse II Specialist	28.87
12314 - Registered Nurse III	34.92
12315 - Registered Nurse III Anesthetist	34.92
12316 - Registered Nurse IV	41.87
12317 - Scheduler (Drug and Alcohol Testing)	22.44
12320 - Substance Abuse Treatment Counselor	14.78***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.19
13012 - Exhibits Specialist II	22.54
13013 - Exhibits Specialist III	27.57
13041 - Illustrator I	18.19
13042 - Illustrator II	22.54
13043 - Illustrator III	27.57
13047 - Librarian	24.96
13050 - Library Aide/Clerk	13.15***
13054 - Library Information Technology Systems Administrator	22.54
13058 - Library Technician	15.20
13061 - Media Specialist I	16.27
13062 - Media Specialist II	18.19
13063 - Media Specialist III	20.28
13071 - Photographer I	16.27
13072 - Photographer II	18.19
13073 - Photographer III	22.54
13074 - Photographer IV	27.57
13075 - Photographer V	33.36
13090 - Technical Order Library Clerk	16.52
13110 - Video Teleconference Technician	16.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.24
14042 - Computer Operator II	20.41
14043 - Computer Operator III	23.25
14044 - Computer Operator IV	29.71
14045 - Computer Operator V	29.92
14071 - Computer Programmer I	(see 1) 20.08
14072 - Computer Programmer II	(see 1) 24.87
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	18.24
14160 - Personal Computer Support Technician	29.71
14170 - System Support Specialist	24.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.78
15020 - Aircrew Training Devices Instructor (Rated)	37.23
15030 - Air Crew Training Devices Instructor (Pilot)	44.64
15050 - Computer Based Training Specialist / Instructor	30.78
15060 - Educational Technologist	29.04

15070 - Flight Instructor (Pilot)	44.64	
15080 - Graphic Artist	31.81	
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.64	
15086 - Maintenance Test Pilot Rotary Wing	44.64	
15088 - Non-Maintenance Test/Co-Pilot	44.64	
15090 - Technical Instructor	25.99	
15095 - Technical Instructor/Course Developer	31.81	
15110 - Test Proctor	21.00	
15120 - Tutor	21.00	
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler	9.44***	
16030 - Counter Attendant	9.44***	
16040 - Dry Cleaner	11.01***	
16070 - Finisher Flatwork Machine	9.44***	
16090 - Presser Hand	9.44***	
16110 - Presser Machine Drycleaning	9.44***	
16130 - Presser Machine Shirts	9.44***	
16160 - Presser Machine Wearing Apparel Laundry	9.44***	
16190 - Sewing Machine Operator	11.57***	
16220 - Tailor	12.09***	
16250 - Washer Machine	9.95***	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	21.00	
19040 - Tool And Die Maker	25.84	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.44	
21030 - Material Coordinator	21.92	
21040 - Material Expediter	21.92	
21050 - Material Handling Laborer	13.74***	
21071 - Order Filler	12.40***	
21080 - Production Line Worker (Food Processing)	17.44	
21110 - Shipping Packer	15.11	
21130 - Shipping/Receiving Clerk	15.11	
21140 - Store Worker I	10.93***	
21150 - Stock Clerk	16.16	
21210 - Tools And Parts Attendant	17.44	
21410 - Warehouse Specialist	17.44	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	23.63	
23019 - Aircraft Logs and Records Technician	18.26	
23021 - Aircraft Mechanic I	22.40	
23022 - Aircraft Mechanic II	23.63	
23023 - Aircraft Mechanic III	24.74	
23040 - Aircraft Mechanic Helper	15.27	
23050 - Aircraft Painter	21.00	
23060 - Aircraft Servicer	18.26	
23070 - Aircraft Survival Flight Equipment Technician	21.00	
23080 - Aircraft Worker	19.72	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.72	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.40	
23110 - Appliance Mechanic	21.00	
23120 - Bicycle Repairer	16.78	
23125 - Cable Splicer	33.56	
23130 - Carpenter Maintenance	20.90	

23140 - Carpet Layer	19.72
23160 - Electrician Maintenance	25.59
23181 - Electronics Technician Maintenance I	20.46
23182 - Electronics Technician Maintenance II	21.52
23183 - Electronics Technician Maintenance III	22.69
23260 - Fabric Worker	18.26
23290 - Fire Alarm System Mechanic	22.40
23310 - Fire Extinguisher Repairer	16.78
23311 - Fuel Distribution System Mechanic	22.09
23312 - Fuel Distribution System Operator	16.78
23370 - General Maintenance Worker	16.27
23380 - Ground Support Equipment Mechanic	22.40
23381 - Ground Support Equipment Servicer	18.26
23382 - Ground Support Equipment Worker	19.72
23391 - Gunsmith I	16.78
23392 - Gunsmith II	19.72
23393 - Gunsmith III	22.40
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.93
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.90
23430 - Heavy Equipment Mechanic	23.61
23440 - Heavy Equipment Operator	18.58
23460 - Instrument Mechanic	22.40
23465 - Laboratory/Shelter Mechanic	21.00
23470 - Laborer	13.74***
23510 - Locksmith	21.00
23530 - Machinery Maintenance Mechanic	23.45
23550 - Machinist Maintenance	21.35
23580 - Maintenance Trades Helper	11.84***
23591 - Metrology Technician I	22.40
23592 - Metrology Technician II	23.63
23593 - Metrology Technician III	24.74
23640 - Millwright	23.63
23710 - Office Appliance Repairer	21.00
23760 - Painter Maintenance	16.87
23790 - Pipefitter Maintenance	23.42
23810 - Plumber Maintenance	21.95
23820 - Pneudraulic Systems Mechanic	22.40
23850 - Rigger	22.40
23870 - Scale Mechanic	19.72
23890 - Sheet-Metal Worker Maintenance	22.40
23910 - Small Engine Mechanic	19.72
23931 - Telecommunications Mechanic I	34.30
23932 - Telecommunications Mechanic II	36.18
23950 - Telephone Lineman	22.40
23960 - Welder Combination Maintenance	21.96
23965 - Well Driller	22.40
23970 - Woodcraft Worker	22.40
23980 - Woodworker	16.78
24000 - Personal Needs Occupations	
24550 - Case Manager	13.83***
24570 - Child Care Attendant	9.06***
24580 - Child Care Center Clerk	11.29***
24610 - Chore Aide	10.62***
24620 - Family Readiness And Support Services	13.83***

Coordinator		
24630 - Homemaker	13.83***	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.94	
25040 - Sewage Plant Operator	17.66	
25070 - Stationary Engineer	22.94	
25190 - Ventilation Equipment Tender	15.63	
25210 - Water Treatment Plant Operator	17.66	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	13.84***	
27007 - Baggage Inspector	12.09***	
27008 - Corrections Officer	13.86***	
27010 - Court Security Officer	15.34	
27030 - Detection Dog Handler	13.68***	
27040 - Detention Officer	13.86***	
27070 - Firefighter	16.94	
27101 - Guard I	12.09***	
27102 - Guard II	13.68***	
27131 - Police Officer I	17.84	
27132 - Police Officer II	19.83	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	19.45	
28042 - Carnival Equipment Repairer	21.31	
28043 - Carnival Worker	13.78***	
28210 - Gate Attendant/Gate Tender	14.00***	
28310 - Lifeguard	12.11***	
28350 - Park Attendant (Aide)	15.66	
28510 - Recreation Aide/Health Facility Attendant	11.43***	
28515 - Recreation Specialist	18.23	
28630 - Sports Official	12.47***	
28690 - Swimming Pool Operator	25.65	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.45	
29020 - Hatch Tender	22.45	
29030 - Line Handler	22.45	
29041 - Stevedore I	20.76	
29042 - Stevedore II	23.86	
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	20.89	
30022 - Archeological Technician II	23.38	
30023 - Archeological Technician III	28.96	
30030 - Cartographic Technician	28.96	
30040 - Civil Engineering Technician	18.16	
30051 - Cryogenic Technician I	32.07	
30052 - Cryogenic Technician II	35.43	
30061 - Drafter/CAD Operator I	20.89	
30062 - Drafter/CAD Operator II	23.38	
30063 - Drafter/CAD Operator III	26.06	
30064 - Drafter/CAD Operator IV	32.07	
30081 - Engineering Technician I	18.61	
30082 - Engineering Technician II	20.89	
30083 - Engineering Technician III	23.38	
30084 - Engineering Technician IV	28.96	

30085 - Engineering Technician V	35.43	
30086 - Engineering Technician VI	42.86	
30090 - Environmental Technician	28.96	
30095 - Evidence Control Specialist	28.96	
30210 - Laboratory Technician	26.62	
30221 - Latent Fingerprint Technician I	32.07	
30222 - Latent Fingerprint Technician II	35.43	
30240 - Mathematical Technician	28.96	
30361 - Paralegal/Legal Assistant I	19.84	
30362 - Paralegal/Legal Assistant II	24.58	
30363 - Paralegal/Legal Assistant III	30.07	
30364 - Paralegal/Legal Assistant IV	36.38	
30375 - Petroleum Supply Specialist	35.43	
30390 - Photo-Optics Technician	28.96	
30395 - Radiation Control Technician	35.43	
30461 - Technical Writer I	28.96	
30462 - Technical Writer II	35.43	
30463 - Technical Writer III	42.86	
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	32.07	
30502 - Weather Forecaster II	39.02	
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	26.06
30621 - Weather Observer Senior	(see 2)	28.96
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.73	
31020 - Bus Aide	11.89***	
31030 - Bus Driver	17.68	
31043 - Driver Courier	13.86***	
31260 - Parking and Lot Attendant	11.38***	
31290 - Shuttle Bus Driver	13.84***	
31310 - Taxi Driver	11.98***	
31361 - Truckdriver Light	15.22	
31362 - Truckdriver Medium	16.63	
31363 - Truckdriver Heavy	22.11	
31364 - Truckdriver Tractor-Trailer	22.11	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.47	
99030 - Cashier	9.18***	
99050 - Desk Clerk	9.97***	
99095 - Embalmer	26.22	
99130 - Flight Follower	26.22	
99251 - Laboratory Animal Caretaker I	17.01	
99252 - Laboratory Animal Caretaker II	18.68	
99260 - Marketing Analyst	26.17	
99310 - Mortician	26.22	
99410 - Pest Controller	18.63	
99510 - Photofinishing Worker	13.78***	
99710 - Recycling Laborer	15.80	
99711 - Recycling Specialist	19.64	
99730 - Refuse Collector	13.89***	
99810 - Sales Clerk	11.98***	

99820 - School Crossing Guard	12.69***
99830 - Survey Party Chief	22.37
99831 - Surveying Aide	16.27
99832 - Surveying Technician	20.33
99840 - Vending Machine Attendant	13.54***
99841 - Vending Machine Repairer	16.62
99842 - Vending Machine Repairer Helper	13.54***

***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 8 years and 4 weeks after 20 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 perform 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))."

WD NEW HAMPSHIRE

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

By direction of the Secretary of Labor I WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 2015-4025
|

Daniel W. Simms Division of I Revision No.: 22
Director Wage Determinations! 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 114026 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 contract is not renewed or extended on or after January 30 2022:~~ | ~~With certain exceptions Executive Order 113658 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>.

This wage determination is applicable to the following cities and towns in the

following counties in NEW HAMPSHIRE:

BELKNAP COUNTY: New Hampton Sanbornton

GRAFTON COUNTY: Alexandria Ashland Bridgewater Bristol Campton Canaan
Dorchester Ellsworth Enfield Grafton Groton Hanover Hebron Holderness
Lebanon Lincoln Lyme Orange Orford Piermont Plymouth Rumney Thornton
Waterville Valley Wentworth Woodstock

MERRIMACK COUNTY: Andover Bradford Danbury Hill New London Newbury
Sutton Warner Wilmot

SULLIVAN COUNTY: Acworth Charlestown Claremont Cornish Croydon Goshen
Grantham Langdon Lempster Newport Plainfield Springfield Sunapee Unity

Fringe Benefits Required Follow the Occupational Listing		RATE
OCCUPATION CODE - TITLE	FOOTNOTE	
01000 - Administrative Support And Clerical Occupations		16.15
01011 - Accounting Clerk I		18.15
01012 - Accounting Clerk II		20.29
01013 - Accounting Clerk III		29.34
01020 - Administrative Assistant		

01035 - Court Reporter	19.37
01041 - Customer Service Representative I	14.85***
01042 - Customer Service Representative II	16.20
01043 - Customer Service Representative III	18.20
01051 - Data Entry Operator I	16.02
01052 - Data Entry Operator II	17.48
01060 - Dispatcher Motor Vehicle	20.75
01070 - Document Preparation Clerk	16.72
01090 - Duplicating Machine Operator	16.72
01111 - General Clerk I	16.01
01112 - General Clerk II	17.47
01113 - General Clerk III	19.62
01120 - Housing Referral Assistant	21.59
01141 - Messenger Courier	14.27***
01191 - Order Clerk I	17.18
01192 - Order Clerk II	18.75
01261 - Personnel Assistant (Employment) I	18.10
01262 - Personnel Assistant (Employment) II	20.25
01263 - Personnel Assistant (Employment) III	22.58
01270 - Production Control Clerk	26.22
01290 - Rental Clerk	17.81
01300 - Scheduler Maintenance	17.33
01311 - Secretary I	17.33
01312 - Secretary II	19.37
01313 - Secretary III	21.59
01320 - Service Order Dispatcher	18.55
01410 - Supply Technician	29.34
01420 - Survey Worker	18.36
01460 - Switchboard Operator/Receptionist	15.69
01531 - Travel Clerk I	17.88
01532 - Travel Clerk II	19.34
01533 - Travel Clerk III	20.85
01611 - Word Processor I	15.42
01612 - Word Processor II	17.33
01613 - Word Processor III	19.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.76
05010 - Automotive Electrician	21.65
05040 - Automotive Glass Installer	20.81
05070 - Automotive Worker	20.81
05110 - Mobile Equipment Servicer	18.77
05130 - Motor Equipment Metal Mechanic	22.56
05160 - Motor Equipment Metal Worker	20.81
05190 - Motor Vehicle Mechanic	22.56
05220 - Motor Vehicle Mechanic Helper	17.53
05250 - Motor Vehicle Upholstery Worker	19.86
05280 - Motor Vehicle Wrecker	20.81
05310 - Painter Automotive	21.65
05340 - Radiator Repair Specialist	20.81
05370 - Tire Repairer	15.77
05400 - Transmission Repair Specialist	22.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.11
07041 - Cook I	18.27
07042 - Cook II	20.26
07070 - Dishwasher	11.55***
07130 - Food Service Worker	14.14***
07210 - Meat Cutter	21.99
07260 - Waiter/Waitress	11.17***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.46

09040 - Furniture Handler	14.33***
09080 - Furniture Refinisher	20.46
09090 - Furniture Refinisher Helper	16.56
09110 - Furniture Repairer Minor	18.77
09130 - Upholsterer	20.46
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	15.88
11060 - Elevator Operator	15.40
11090 - Gardener	21.63
11122 - Housekeeping Aide	15.40
11150 - Janitor	15.40
11210 - Laborer Grounds Maintenance	17.48
11240 - Maid or Houseman	14.07***
11260 - Pruner	16.07
11270 - Tractor Operator	20.20
11330 - Trail Maintenance Worker	17.48
11360 - Window Cleaner	16.76
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	25.28
12012 - Certified Occupational Therapist Assistant	31.59
12015 - Certified Physical Therapist Assistant	29.58
12020 - Dental Assistant	23.84
12025 - Dental Hygienist	44.14
12030 - EKG Technician	34.82
12035 - Electroneurodiagnostic Technologist	34.82
12040 - Emergency Medical Technician	20.33
12071 - Licensed Practical Nurse I	22.61
12072 - Licensed Practical Nurse II	25.28
12073 - Licensed Practical Nurse III	28.17
12100 - Medical Assistant	18.38
12130 - Medical Laboratory Technician	32.75
12160 - Medical Record Clerk	20.07
12190 - Medical Record Technician	22.45
12195 - Medical Transcriptionist	21.21
12210 - Nuclear Medicine Technologist	55.54
12221 - Nursing Assistant I	12.82***
12222 - Nursing Assistant II	14.41***
12223 - Nursing Assistant III	15.72
12224 - Nursing Assistant IV	17.64
12235 - Optical Dispenser	19.56
12236 - Optical Technician	22.61
12250 - Pharmacy Technician	18.25
12280 - Phlebotomist	18.40
12305 - Radiologic Technologist	31.13
12311 - Registered Nurse I	25.70
12312 - Registered Nurse II	31.44
12313 - Registered Nurse II Specialist	31.44
12314 - Registered Nurse III	38.03
12315 - Registered Nurse III Anesthetist	38.03
12316 - Registered Nurse IV	45.59
12317 - Scheduler (Drug and Alcohol Testing)	31.30
12320 - Substance Abuse Treatment Counselor	25.18
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.34
13012 - Exhibits Specialist II	26.44
13013 - Exhibits Specialist III	32.35
13041 - Illustrator I	21.34
13042 - Illustrator II	26.44

13043 - Illustrator III	32.35
13047 - Librarian	29.28
13050 - Library Aide/Clerk	14.37***
13054 - Library Information Technology Systems	26.44
Administrator	
13058 - Library Technician	18.36
13061 - Media Specialist I	19.08
13062 - Media Specialist II	21.34
13063 - Media Specialist III	23.79
13071 - Photographer I	19.08

13072 - Photographer II	21.34
13073 - Photographer III	26.44
13074 - Photographer IV	32.35
13075 - Photographer V	39.13
13090 - Technical Order Library Clerk	18.05
13110 - Video Teleconference Technician	19.08
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.26
14042 - Computer Operator II	20.43
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.30
14045 - Computer Operator V	28.03
14071 - Computer Programmer I	(see 1) 20.73
14072 - Computer Programmer II	(see 1) 25.69
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	18.26
14160 - Personal Computer Support Technician	25.33
14170 - System Support Specialist	29.17
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.98
15020 - Aircrew Training Devices Instructor (Rated)	38.33
15030 - Air Crew Training Devices Instructor (Pilot)	45.94
15050 - Computer Based Training Specialist/ Instructor	31.98
15060 - Educational Technologist	36.92
15070 - Flight Instructor (Pilot)	45.94
15080 - Graphic Artist	25.54
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.57
15086 - Maintenance Test Pilot Rotary Wing	45.57
15088 - Non-Maintenance Test/Co-Pilot	45.57
15090 - Technical Instructor	27.21
15095 - Technical Instructor/Course Developer	33.28
15110 - Test Proctor	21.97
15120 - Tutor	21.97
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.58
16030 - Counter Attendant	15.58
16040 - Dry Cleaner	17.80
16070 - Finisher Flatwork Machine	15.58
16090 - Presser Hand	15.58
16110 - Presser Machine Drycleaning	15.58
16130 - Presser Machine Shirts	15.58
16160 - Presser Machine Wearing Apparel Laundry	15.58
16190 - Sewing Machine Operator	18.54
16220 - Tailor	19.28
16250 - Washer Machine	16.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.36
19040 - Tool And Die Maker	29.28
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.50
21030 - Material Coordinator	26.22
21040 - Material Expediter	26.22
21050 - Material Handling Laborer	15.17
21071 - Order Filler	15.08
21080 - Production Line Worker (Food Processing)	19.50
21110 - Shipping Packer	17.91
21130 - Shipping/Receiving Clerk	17.91

21140 - Store Worker I	14.88***
21150 - Stock Clerk	18.69
21210 - Tools And Parts Attendant	19.50
21410 - Warehouse Specialist	19.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23019 - Aircraft Logs and Records Technician	23.12
23021 - Aircraft Mechanic I	26.26
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.17
23040 - Aircraft Mechanic Helper	20.40
23050 - Aircraft Painter	25.20
23060 - Aircraft Servicer	23.12
23070 - Aircraft Survival Flight Equipment Technician	25.20
23080 - Aircraft Worker	24.23
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.23
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.26
23110 - Appliance Mechanic	25.20
23120 - Bicycle Repairer	19.75
23125 - Cable Splicer	33.95
23130 - Carpenter Maintenance	22.89
23140 - Carpet Layer	24.23
23160 - Electrician Maintenance	28.87
23181 - Electronics Technician Maintenance I	24.73
23182 - Electronics Technician Maintenance II	25.85
23183 - Electronics Technician Maintenance III	27.17
23260 - Fabric Worker	23.12
23290 - Fire Alarm System Mechanic	26.80
23310 - Fire Extinguisher Repairer	21.85
23311 - Fuel Distribution System Mechanic	26.26
23312 - Fuel Distribution System Operator	21.85
23370 - General Maintenance Worker	22.42
23380 - Ground Support Equipment Mechanic	26.26
23381 - Ground Support Equipment Servicer	23.12
23382 - Ground Support Equipment Worker	24.23
23391 - Gunsmith I	21.85
23392 - Gunsmith II	24.23
23393 - Gunsmith III	26.26
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.57
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	29.61
23430 - Heavy Equipment Mechanic	26.11
23440 - Heavy Equipment Operator	22.62
23460 - Instrument Mechanic	26.26
23465 - Laboratory/Shelter Mechanic	25.20
23470 - Laborer	15.17
23510 - Locksmith	25.20
23530 - Machinery Maintenance Mechanic	27.90
23550 - Machinist Maintenance	23.43
23580 - Maintenance Trades Helper	17.59
23591 - Metrology Technician I	26.26
23592 - Metrology Technician II	27.21
23593 - Metrology Technician III	28.17
23640 - Millwright	27.57
23710 - Office Appliance Repairer	24.90
23760 - Painter Maintenance	20.22
23790 - Pipefitter Maintenance	26.41
23810 - Plumber Maintenance	25.34

23820 - Pneudraulic Systems Mechanic	26.26
23850 - Rigger	26.26
23870 - Scale Mechanic	24.23
23890 - Sheet-Metal Worker Maintenance	24.36
23910 - Small Engine Mechanic	22.35
23931 - Telecommunications Mechanic I	33.21
23932 - Telecommunications Mechanic II	34.42
23950 - Telephone Lineman	34.25
23960 - Welder Combination Maintenance	22.51
23965 - Well Driller	26.26
23970 - Woodcraft Worker	26.26
23980 - Woodworker	21.85
24000 - Personal Needs Occupations	
24550 - Case Manager	17.74
24570 - Child Care Attendant	13.94***
24580 - Child Care Center Clerk	17.37
24610 - Chore Aide	13.89***
24620 - Family Readiness And Support Services Coordinator	17.74
24630 - Homemaker	17.74
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.21
25040 - Sewage Plant Operator	24.42
25070 - Stationary Engineer	26.21
25190 - Ventilation Equipment Tender	20.36
25210 - Water Treatment Plant Operator	24.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.94
27007 - Baggage Inspector	15.93
27008 - Corrections Officer	19.46
27010 - Court Security Officer	19.73
27030 - Detection Dog Handler	18.26
27040 - Detention Officer	19.46
27070 - Firefighter	19.14
27101 - Guard I	15.93
27102 - Guard II	18.26
27131 - Police Officer I	25.72
27132 - Police Officer II	28.59
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.78***
28042 - Carnival Equipment Repairer	15.83
28043 - Carnival Worker	11.75***
28210 - Gate Attendant/Gate Tender	17.40
28310 - Lifeguard	12.47***
28350 - Park Attendant (Aide)	19.47
28510 - Recreation Aide/Health Facility Attendant	14.21***
28515 - Recreation Specialist	24.12
28630 - Sports Official	15.50
28690 - Swimming Pool Operator	19.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.23
29020 - Hatch Tender	24.23
29030 - Line Handler	24.23
29041 - Stevedore I	23.12
29042 - Stevedore II	25.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.67
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.81
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.92
30021 - Archeological Technician I	18.70

30022 - Archeological Technician II	20.92
30023 - Archeological Technician III	25.92
30030 - Cartographic Technician	25.92
30040 - Civil Engineering Technician	25.92
30051 - Cryogenic Technician I	26.84
30052 - Cryogenic Technician II	29.65
30061 - Drafter/CAD Operator I	18.70
30062 - Drafter/CAD Operator II	20.92
30063 - Drafter/CAD Operator III	23.32
30064 - Drafter/CAD Operator IV	28.70
30081 - Engineering Technician I	15.59
30082 - Engineering Technician II	17.50
30083 - Engineering Technician III	21.45
30084 - Engineering Technician IV	24.25
30085 - Engineering Technician V	29.67
30086 - Engineering Technician VI	35.89
30090 - Environmental Technician	25.92
30095 - Evidence Control Specialist	24.23
30210 - Laboratory Technician	23.32
30221 - Latent Fingerprint Technician I	26.84
30222 - Latent Fingerprint Technician II	29.65
30240 - Mathematical Technician	25.92
30361 - Paralegal/Legal Assistant I	22.32
30362 - Paralegal/Legal Assistant II	27.66
30363 - Paralegal/Legal Assistant III	33.83
30364 - Paralegal/Legal Assistant IV	40.92
30375 - Petroleum Supply Specialist	29.65
30390 - Photo-Optics Technician	25.92
30395 - Radiation Control Technician	29.65
30461 - Technical Writer I	25.93
30462 - Technical Writer II	31.72
30463 - Technical Writer III	38.39
30491 - Unexploded Ordnance (UXO) Technician I	28.39
30492 - Unexploded Ordnance (UXO) Technician II	34.35
30493 - Unexploded Ordnance (UXO) Technician III	41.17
30494 - Unexploded (UXO) Safety Escort	28.39
30495 - Unexploded (UXO) Sweep Personnel	28.39
30501 - Weather Forecaster I	28.70
30502 - Weather Forecaster II	34.91
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.32
30621 - Weather Observer Senior	(see 2) 25.92
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.35
31020 - Bus Aide	15.68
31030 - Bus Driver	21.85
31043 - Driver Courier	14.03***
31260 - Parking and Lot Attendant	14.41***
31290 - Shuttle Bus Driver	16.03
31310 - Taxi Driver	16.35
31361 - Truckdriver Light	14.61***
31362 - Truckdriver Medium	15.55
31363 - Truckdriver Heavy	23.12
31364 - Truckdriver Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.74
99030 - Cashier	11.65***
99050 - Desk Clerk	13.73***
99095 - Embalmer	29.36
99130 - Flight Follower	28.39

99251 - Laboratory Animal Caretaker I	14.89***
99252 - Laboratory Animal Caretaker II	15.83
99260 - Marketing Analyst	30.73
99310 - Mortician	29.36
99410 - Pest Controller	22.70
99510 - Photofinishing Worker	15.43
99710 - Recycling Laborer	18.23
99711 - Recycling Specialist	21.05
99730 - Refuse Collector	16.75
99810 - Sales Clerk	13.86***
99820 - School Crossing Guard	15.94
99830 - Survey Party Chief	21.31
99831 - Surveying Aide	12.97***
99832 - Surveying Technician	19.38
99840 - Vending Machine Attendant	20.04
99841 - Vending Machine Repairer	23.80
99842 - Vending Machine Repairer Helper	20.04

***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: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 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))."

WAGE DETERMINATION ILLINOIS

By direction of the Secretary of Labor I
"REGISTER OF WAGE DETERMINATIONS UNDER I U.S. DEPARTMENT OF
LABOR THE SERVICE CONTRACT ACT I EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5015

Daniel W. Simms Division of I Revision No.: 18
Director Wage Determinations! Date Of Last Revision: 07/01/2022

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 I With certain exceptions Executive Order I
after January 30 2022 or the 114026 applies to the contract. I

!contract is renewed or extended (e.g. IThe contractor must pay all covered workers I I an
option is exercised) on or after lat least \$15.00 per hour (or the applicable I I
!January 30 2022: lwage rate listed on this wage determination!
I lif it is higher) for all hours spent
I !performing on the contract in 2022.

IIf the contract was awarded on or IWith certain exceptions Executive Order
!between January 1 2015 and January 29113658 applies to the contract. I
12022 and the contract is not renewed IThe contractor must pay all covered workers I lor
extended on or after January 30 lat least \$11.25 per hour (or the applicable I
12022: lwage rate listed on this wage determination!
I lif it is higher) for all hours spent I
I !performing on the contract in 2022. I

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: Illinois

Area: Illinois Counties of Champaign Ford Piatt

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.92
01012 - Accounting Clerk II		18.99
01013 - Accounting Clerk III		21.24
01020 - Administrative Assistant		30.27
01035 - Court Reporter		18.46
01041 - Customer Service Representative I		13.80***
01042 - Customer Service Representative II		15.06
01043 - Customer Service Representative III		16.90
01051 - Data Entry Operator I		15.44
01052 - Data Entry Operator II		16.85
01060 - Dispatcher Motor Vehicle		21.69
01070 - Document Preparation Clerk		14.70***
01090 - Duplicating Machine Operator		14.70***
01111 - General Clerk I		15.14
01112 - General Clerk II		16.52
01113 - General Clerk III		18.56

01120 - Housing Referral Assistant		20.58
01141 - Messenger Courier		14.06***
01191 - Order Clerk I		16.87
01192 - Order Clerk II		18.41
01261 - Personnel Assistant (Employment)	I	16.47
01262 - Personnel Assistant (Employment)	II	18.42
01263 - Personnel Assistant (Employment)	III	20.54
01270 - Production Control Clerk		29.98
01290 - Rental Clerk		12.86***
01300 - Scheduler Maintenance		16.51
01311 - Secretary I		16.51
01312 - Secretary II		18.46
01313 - Secretary III		20.58
01320 - Service Order Dispatcher		19.38
01410 - Supply Technician		30.27
01420 - Survey Worker		17.63
01460 - Switchboard Operator/Receptionist		14.01***
01531 - Travel Clerk I		15.05
01532 - Travel Clerk II		16.26
01533 - Travel Clerk III		17.60
01611 - Word Processor I		14.70***
01612 - Word Processor II		16.51
01613 - Word Processor III		18.46
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		23.00
05010 - Automotive Electrician		20.81
05040 - Automotive Glass Installer		19.69
05070 - Automotive Worker		19.69
05110 - Mobile Equipment Servicer		17.59
05130 - Motor Equipment Metal Mechanic		21.94
05160 - Motor Equipment Metal Worker		19.69
05190 - Motor Vehicle Mechanic		21.94
05220 - Motor Vehicle Mechanic Helper		16.51
05250 - Motor Vehicle Upholstery Worker		18.98
05280 - Motor Vehicle Wrecker		19.69
05310 - Painter Automotive		20.81
05340 - Radiator Repair Specialist		19.69
05370 - Tire Repairer		14.05***
05400 - Transmission Repair Specialist		21.94
07000 - Food Preparation And Service Occupations		
07010 - Baker		14.26***
07041 - Cook I		15.23
07042 - Cook II		17.46
07070 - Dishwasher		10.79***
07130 - Food Service Worker		12.78***
07210 - Meat Cutter		14.73***
07260 - Waiter/Waitress		10.76***
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		19.15
09040 - Furniture Handler		13.79***
09080 - Furniture Refinisher		19.15
09090 - Furniture Refinisher Helper		15.17
09110 - Furniture Repairer Minor		17.03
09130 - Upholsterer		19.15
11000 - General Services And Support Occupations		
11030 - Cleaner Vehicles		12.96***
11060 - Elevator Operator		14.05***
11090 - Gardener		20.31
11122 - Housekeeping Aide		14.05***
11150 - Janitor		14.05***
11210 - Laborer Grounds Maintenance		16.34
11240 - Maid or Houseman		12.94***
11260 - Pruner		15.03
11270 - Tractor Operator		18.97

11330 - Trail Maintenance Worker	16.34
11360 - Window Cleaner	15.27
12000 - Health Occupations	
12010 - Ambulance Driver	17.40
12011 - Breath Alcohol Technician	21.42
12012 - Certified Occupational Therapist Assistant	31.17
12015 - Certified Physical Therapist Assistant	30.49
12020 - Dental Assistant	19.35
12025 - Dental Hygienist	30.77
12030 - EKG Technician	31.29
12035 - Electroneurodiagnostic Technologist	31.29
12040 - Emergency Medical Technician	17.40
12071 - Licensed Practical Nurse I	19.15
12072 - Licensed Practical Nurse II	21.42
12073 - Licensed Practical Nurse III	23.87
12100 - Medical Assistant	17.62
12130 - Medical Laboratory Technician	27.76
12160 - Medical Record Clerk	19.40
12190 - Medical Record Technician	21.80
12195 - Medical Transcriptionist	19.15
12210 - Nuclear Medicine Technologist	47.06
12221 - Nursing Assistant I	11.87***
12222 - Nursing Assistant II	13.34***
12223 - Nursing Assistant III	14.56***
12224 - Nursing Assistant IV	16.35
12235 - Optical Dispenser	18.98
12236 - Optical Technician	19.15
12250 - Pharmacy Technician	16.93
12280 - Phlebotomist	16.03
12305 - Radiologic Technologist	29.34
12311 - Registered Nurse I	24.36
12312 - Registered Nurse II	29.80
12313 - Registered Nurse II Specialist	29.80
12314 - Registered Nurse III	36.06
12315 - Registered Nurse III Anesthetist	36.06
12316 - Registered Nurse IV	43.22
12317 - Scheduler (Drug and Alcohol Testing)	26.53
12320 - Substance Abuse Treatment Counselor Information	26.71
13000 - And Arts Occupations	
13011 - Exhibits Specialist I	21.87
13012 - Exhibits Specialist II	27.10
13013 - Exhibits Specialist III	33.15
13041 - Illustrator I	21.87
13042 - Illustrator II	27.10
13043 - Illustrator III	33.15
13047 - Librarian	30.01
13050 - Library Aide/Clerk	12.84***
13054 - Library Information Technology Systems Administrator	27.10
13058 - Library Technician	23.56
13061 - Media Specialist I	19.55
13062 - Media Specialist II	21.87
13063 - Media Specialist III	24.38
13071 - Photographer I	19.55
13072 - Photographer II	21.87
13073 - Photographer III	27.10
13074 - Photographer IV	33.15
13075 - Photographer V	40.10
13090 - Technical Order Library Clerk	15.74

13110 - Video Teleconference Technician		19.55
14000 - Information Technology Occupations		
14041 - Computer Operator I		19.54
14042 - Computer Operator II		21.86
14043 - Computer Operator III		24.38
14044 - Computer Operator IV		27.09
14045 - Computer Operator V		30.00
14071 - Computer Programmer I	(see 1)	21.34
14072 - Computer Programmer II	(see 1)	26.43
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		19.54
14160 - Personal Computer Support Technician		27.09
14170 - System Support Specialist		30.08
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.54
15020 - Aircrew Training Devices Instructor (Rated)		36.94
15030 - Air Crew Training Devices Instructor (Pilot)		44.29
15050 - Computer Based Training Specialist/ Instructor		30.54
15060 - Educational Technologist		28.20
15070 - Flight Instructor (Pilot)		44.29
15080 - Graphic Artist		23.78
15085 - Maintenance Test Pilot Fixed Jet/Prop		44.29
15086 - Maintenance Test Pilot Rotary Wing		44.29
15088 - Non-Maintenance Test/Co-Pilot		44.29
15090 - Technical Instructor		25.86
15095 - Technical Instructor/Course Developer		32.30
15110 - Test Proctor		20.00
15120 - Tutor		20.00
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		16.41
16030 - Counter Attendant		16.41
16040 - Dry Cleaner		18.75
16070 - Finisher Flatwork Machine		16.41
16090 - Presser Hand		16.41
16110 - Presser Machine Drycleaning		16.41
16130 - Presser Machine Shirts		16.41
16160 - Presser Machine Wearing Apparel Laundry		16.41
16190 - Sewing Machine Operator		19.53
16220 - Tailor		20.31
16250 - Washer Machine		17.19
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.49
19040 - Tool And Die Maker		28.90
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.16
21030 - Material Coordinator		29.98
21040 - Material Expediter		29.98
21050 - Material Handling Laborer		14.90***
21071 - Order Filler		13.54***
21080 - Production Line Worker (Food Processing)		18.16
21110 - Shipping Packer		17.38
21130 - Shipping/Receiving Clerk		17.38
21140 - Store Worker I		14.46***
21150 - Stock Clerk		18.66
21210 - Tools And Parts Attendant		18.16
21410 - Warehouse Specialist		18.16
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.02
23019 - Aircraft Logs and Records Technician		25.50

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	30.45
II		
23110	- Appliance Mechanic	31.16
23120	- Bicycle Repairer	23.69
23125	- Cable Splicer	36.26
23130	- Carpenter Maintenance	32.40
23140	- Carpet Layer	25.07
23160	- Electrician Maintenance	38.93
23181	- Electronics Technician Maintenance I	29.47
23182	- Electronics Technician Maintenance II	31.16
23183	- Electronics Technician Maintenance III	32.96
23260	- Fabric Worker	27.61
23290	- Fire Alarm System Mechanic	32.96
23310	- Fire Extinguisher Repairer	25.71
23311	- Fuel Distribution System Mechanic	32.23
23312	- Fuel Distribution System Operator	25.05
23370	- General Maintenance Worker	23.08
23380	- Ground Support Equipment Mechanic	30.45
23381	- Ground Support Equipment Servicer	25.50
23382	- Ground Support Equipment Worker	27.23
23391	- Gunsmith I	25.71
23392	- Gunsmith II	29.47
23393	- Gunsmith III	32.96
23410	- Heating Ventilation And Air-Conditioning	27.00
	Mechanic	Coordinator
23411	- Heating Ventilation And Air Contidioning	24630 -
	Mechanic (Research Facility)	Homemaker
23430	- Heavy Equipment Mechanic	
23440	- Heavy Equipment Operator	
23460	- Instrument Mechanic	
23465	- Laboratory/Shelter Mechanic	
23470	- Laborer	
23510	- Locksmith	
23530	- Machinery Maintenance Mechanic	
23550	- Machinist Maintenance	
23580	- Maintenance Trades Helper	
23591	- Metrology Technician I	
23592	- Metrology Technician II	
23593	- Metrology Technician III	
23640	- Millwright	
23710	- Office Appliance Repairer	
23760	- Painter Maintenance	
23790	- Pipefitter Maintenance	
23810	- Plumber Maintenance	
23820	- Pneudraulic Systems Mechanic	
23850	- Rigger	
23870	- Scale Mechanic	
23890	- Sheet-Metal Worker Maintenance	
23910	- Small Engine Mechanic	
23931	- Telecommunications Mechanic I	
23932	- Telecommunications Mechanic II	
23950	- Telephone Lineman	
23960	- Welder Combination Maintenance	
23965	- Well Driller	
23970	- Woodcraft Worker	
23980	- Woodworker	
24000	- Personal Needs Occupations	
24550	- Case Manager	
24570	- Child Care Attendant	
24580	- Child Care Center Clerk	
24610	- Chore Aide	
24620	- Family Readiness And Support Services	

28.39

32.96
46.05
32.96
31.16
14.90***
30.36
26.97

23.18
20.61
32.96
34.66
36.35
32.96
31.16
32.30
45.87
43.21
32.96
32.96
29.47
38.67
29.47
30.53
32.10
33.80
18.63
32.96
32.96
25.71

19.10
12.31***
15.34
13.37***
19.10

19.10

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.96
25040 - Sewage Plant Operator	28.37
25070 - Stationary Engineer	32.96
25190 - Ventilation Equipment Tender	24.02
25210 - Water Treatment Plant Operator	28.37
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.19
27007 - Baggage Inspector	16.46
27008 - Corrections Officer	28.96
27010 - Court Security Officer	30.35
27030 - Detection Dog Handler	18.41
27040 - Detention Officer	28.96
27070 - Firefighter	30.35
27101 - Guard I	16.46
27102 - Guard II	18.41
27131 - Police Officer I	31.56
27132 - Police Officer II	35.07
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.14***
28042 - Carnival Equipment Repairer	15.14
28043 - Carnival Worker	12.39***
28210 - Gate Attendant/Gate Tender	16.18
28310 - Lifeguard	14.41***
28350 - Park Attendant (Aide)	18.10
28510 - Recreation Aide/Health Facility Attendant	13.20***
28515 - Recreation Specialist	22.42
28630 - Sports Official	14.41***
28690 - Swimming Pool Operator	23.47
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.47
29020 - Hatch Tender	29.47
29030 - Line Handler	29.47
29041 - Stevedore I	27.61
29042 - Stevedore II	31.16
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	18.68
30022 - Archeological Technician II	20.90
30023 - Archeological Technician III	25.90
30030 - Cartographic Technician	25.90
30040 - Civil Engineering Technician	31.30
30051 - Cryogenic Technician I	28.68
30052 - Cryogenic Technician II	31.68
30061 - Drafter/CAD Operator I	18.68
30062 - Drafter/CAD Operator II	20.90
30063 - Drafter/CAD Operator III	23.30
30064 - Drafter/CAD Operator IV	28.68
30081 - Engineering Technician I	15.80
30082 - Engineering Technician II	17.75
30083 - Engineering Technician III	19.85
30084 - Engineering Technician IV	24.59
30085 - Engineering Technician V	30.08
30086 - Engineering Technician VI	36.06
30090 - Environmental Technician	24.74
30095 - Evidence Control Specialist	25.90
30210 - Laboratory Technician	24.31
30221 - Latent Fingerprint Technician I	28.68
30222 - Latent Fingerprint Technician II	31.68
30240 - Mathematical Technician	27.21
30361 - Paralegal/Legal Assistant I	19.41
30362 - Paralegal/Legal Assistant II	24.05
30363 - Paralegal/Legal Assistant III	29.42

30364 - Paralegal/Legal Assistant IV		35.60
30375 - Petroleum Supply Specialist		31.68
30390 - Photo-Optics Technician		25.90
30395 - Radiation Control Technician		31.68
30461 - Technical Writer I		24.74
30462 - Technical Writer II		30.26
30463 - Technical Writer III		36.61
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		28.68
30502 - Weather Forecaster II		34.88
30620 - Weather Observer Combined Upper Air Or	(see 2)	23.30
Surface Programs		
30621 - Weather Observer Senior	(see 2)	25.90
31000 - Transportation/Mobile Equipment	Operation Occupations	
31010 - Airplane Pilot		31.73
31020 - Bus Aide		17.56
31030 - Bus Driver		23.42
31043 - Driver Courier		18.52
31260 - Parking and Lot Attendant		14.59***
31290 - Shuttle Bus Driver		18.03
31310 - Taxi Driver		14.73***
31361 - Truckdriver Light		19.83
31362 - Truckdriver Medium		21.29
31363 - Truckdriver Heavy		22.47
31364 - Truckdriver Tractor-Trailer		22.47
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.47
99030 - Cashier		11.44***
99050 - Desk Clerk		12.64***
99095 - Embalmer		26.66
99130 - Flight Follower		26.22
99251 - Laboratory Animal Caretaker I		14.94***
99252 - Laboratory Animal Caretaker II		15.99
99260 - Marketing Analyst		26.97
99310 - Mortician		26.66
99410 - Pest Controller		23.02
99510 - Photofinishing Worker		13.78***
99710 - Recycling Laborer		18.52
99711 - Recycling Specialist		21.51
99730 - Refuse Collector		17.04
99810 - Sales Clerk		13.27***
99820 - School Crossing Guard		15.87
99830 - Survey Party Chief		23.25
99831 - Surveying Aide		15.22
99832 - Surveying Technician		20.85
99840 - Vending Machine Attendant		18.50
99841 - Vending Machine Repairer		22.63
99842 - Vending Machine Repairer Helper		18.50

***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 8 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. (See 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))."

WD NORTH CAROLINA

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4407
Daniel W. Simms | Division of | Revision No.: 21
Director | Wage Determinations | 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	With certain exceptions Executive Order
after January 30 2022 or the	14026 applies to the contract.
contract is renewed or extended (e.g.	The contractor must pay all covered workers
an option is exercised) on or after	at least \$15.00 per hour (or the applicable
January 30 2022:	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	With certain exceptions Executive Order
after January 30 2022 or the	13658 applies to the contract.
2022 and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30	at least \$11.25 per hour (or the applicable
2022:	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: North Carolina

Area: North Carolina Counties of Dare Hyde Martin Tyrrell Washington

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.14***	
01012 - Accounting Clerk II	15.88	
01013 - Accounting Clerk III	17.77	
01020 - Administrative Assistant	23.74	
01035 - Court Reporter	18.44	
01041 - Customer Service Representative I	13.73***	
01042 - Customer Service Representative II	14.98***	
01043 - Customer Service Representative III	16.81	
01051 - Data Entry Operator I	13.21***	
01052 - Data Entry Operator II	14.42***	
01060 - Dispatcher Motor Vehicle	17.82	
01070 - Document Preparation Clerk	14.68***	
01090 - Duplicating Machine Operator	14.68***	
01111 - General Clerk I	13.64***	
01112 - General Clerk II	14.88***	
01113 - General Clerk III	16.70	
01120 - Housing Referral Assistant	20.55	
01141 - Messenger Courier	13.17***	
01191 - Order Clerk I	13.45***	
01192 - Order Clerk II	14.68***	
01261 - Personnel Assistant (Employment) I	16.49	
01262 - Personnel Assistant (Employment) II	18.44	
01263 - Personnel Assistant (Employment) III	20.55	
01270 - Production Control Clerk	26.00	
01290 - Rental Clerk	16.22	
01300 - Scheduler Maintenance	16.49	
01311 - Secretary I	16.49	
01312 - Secretary II	18.44	
01313 - Secretary III	20.55	
01320 - Service Order Dispatcher	15.93	
01410 - Supply Technician	23.74	
01420 - Survey Worker	14.81***	
01460 - Switchboard Operator/Receptionist	13.93***	
01531 - Travel Clerk I	12.86***	
01532 - Travel Clerk II	13.57***	
01533 - Travel Clerk III	14.28***	
01611 - Word Processor I	14.68***	
01612 - Word Processor II	16.49	
01613 - Word Processor III	18.44	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass	20.92	

05010 - Automotive Electrician	19.33
05040 - Automotive Glass Installer	17.76
05070 - Automotive Worker	17.76
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.71
05160 - Motor Equipment Metal Worker	17.76
05190 - Motor Vehicle Mechanic	19.71
05220 - Motor Vehicle Mechanic Helper	14.83***
05250 - Motor Vehicle Upholstery Worker	16.17
05280 - Motor Vehicle Wrecker	17.76
05310 - Painter Automotive	18.99
05340 - Radiator Repair Specialist	17.76
05370 - Tire Repairer	13.86***
05400 - Transmission Repair Specialist	19.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.62
07041 - Cook I	12.25***
07042 - Cook II	13.89***
07070 - Dishwasher	10.88***
07130 - Food Service Worker	11.13***
07210 - Meat Cutter	17.25
07260 - Waiter/Waitress	9.32***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.44
09040 - Furniture Handler	12.68***
09080 - Furniture Refinisher	19.44
09090 - Furniture Refinisher Helper	14.96***
09110 - Furniture Repairer Minor	17.27
09130 - Upholsterer	19.44
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.65***
11060 - Elevator Operator	11.56***
11090 - Gardener	17.06
11122 - Housekeeping Aide	11.27***
11150 - Janitor	11.27***
11210 - Laborer Grounds Maintenance	13.42***
11240 - Maid or Houseman	11.26***
11260 - Pruner	12.21***
11270 - Tractor Operator	15.80
11330 - Trail Maintenance Worker	13.42***
11360 - Window Cleaner	12.42***
12000 - Health Occupations	
12010 - Ambulance Driver	17.33
12011 - Breath Alcohol Technician	20.20
12012 - Certified Occupational Therapist Assistant	28.90
12015 - Certified Physical Therapist Assistant	29.30
12020 - Dental Assistant	21.92
12025 - Dental Hygienist	38.63
12030 - EKG Technician	30.60
12035 - Electroneurodiagnostic Technologist	30.60
12040 - Emergency Medical Technician	17.33
12071 - Licensed Practical Nurse I	18.06
12072 - Licensed Practical Nurse II	20.20
12073 - Licensed Practical Nurse III	22.51
12100 - Medical Assistant	14.90***

12130 - Medical Laboratory Technician	22.87
12160 - Medical Record Clerk	15.50
12190 - Medical Record Technician	17.58
12195 - Medical Transcriptionist	18.06
12210 - Nuclear Medicine Technologist	44.38
12221 - Nursing Assistant I	11.27***
12222 - Nursing Assistant II	12.66***
12223 - Nursing Assistant III	13.82***
12224 - Nursing Assistant IV	15.52
12235 - Optical Dispenser	20.20
12236 - Optical Technician	18.06
12250 - Pharmacy Technician	17.03
12280 - Phlebotomist	14.41***
12305 - Radiologic Technologist	30.60
12311 - Registered Nurse I	25.14
12312 - Registered Nurse II	30.75
12313 - Registered Nurse II Specialist	30.75
12314 - Registered Nurse III	37.21
12315 - Registered Nurse III Anesthetist	37.21
12316 - Registered Nurse IV	44.59
12317 - Scheduler (Drug and Alcohol Testing)	25.01
12320 - Substance Abuse Treatment Counselor	24.72
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.69
13012 - Exhibits Specialist II	24.41
13013 - Exhibits Specialist III	29.85
13041 - Illustrator I	19.69
13042 - Illustrator II	24.41
13043 - Illustrator III	29.85
13047 - Librarian	27.02
13050 - Library Aide/Clerk	13.23***
13054 - Library Information Technology Systems Administrator	24.41
13058 - Library Technician	16.74
13061 - Media Specialist I	17.68
13062 - Media Specialist II	19.69
13063 - Media Specialist III	21.96
13071 - Photographer I	18.10
13072 - Photographer II	20.24
13073 - Photographer III	25.07
13074 - Photographer IV	30.68
13075 - Photographer V	37.11
13090 - Technical Order Library Clerk	16.62
13110 - Video Teleconference Technician	18.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.29
14042 - Computer Operator II	17.11
14043 - Computer Operator III	19.07
14044 - Computer Operator IV	21.20
14045 - Computer Operator V	23.47
14071 - Computer Programmer I	(see 1) 22.75
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		15.29
14160 - Personal Computer Support Technician		21.20
14170 - System Support Specialist		23.47
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.58
15020 - Aircrew Training Devices Instructor (Rated)		36.99
15030 - Air Crew Training Devices Instructor (Pilot)		42.87
15050 - Computer Based Training Specialist / Instructor		30.58
15060 - Educational Technologist		30.73
15070 - Flight Instructor (Pilot)		42.87
15080 - Graphic Artist		23.43
15085 - Maintenance Test Pilot Fixed Jet/Prop		42.87
15086 - Maintenance Test Pilot Rotary Wing		42.87
15088 - Non-Maintenance Test/Co-Pilot		42.87
15090 - Technical Instructor		18.75
15095 - Technical Instructor/Course Developer		22.94
15110 - Test Proctor		15.14
15120 - Tutor		15.14
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.87***
16030 - Counter Attendant		9.87***
16040 - Dry Cleaner		11.61***
16070 - Finisher Flatwork Machine		9.87***
16090 - Presser Hand		9.87***
16110 - Presser Machine Drycleaning		9.87***
16130 - Presser Machine Shirts		9.87***
16160 - Presser Machine Wearing Apparel Laundry		9.87***
16190 - Sewing Machine Operator		12.19***
16220 - Tailor		12.78***
16250 - Washer Machine		10.48***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.82
19040 - Tool And Die Maker		28.97
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.90***
21030 - Material Coordinator		26.00
21040 - Material Expediter		26.00
21050 - Material Handling Laborer		13.31***
21071 - Order Filler		14.73***
21080 - Production Line Worker (Food Processing)		14.90***
21110 - Shipping Packer		16.66
21130 - Shipping/Receiving Clerk		16.66
21140 - Store Worker I		13.43***
21150 - Stock Clerk		17.97
21210 - Tools And Parts Attendant		14.90***
21410 - Warehouse Specialist		14.90***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.15
23019 - Aircraft Logs and Records Technician		23.30
23021 - Aircraft Mechanic I		27.70
23022 - Aircraft Mechanic II		29.15
23023 - Aircraft Mechanic III		30.55
23040 - Aircraft Mechanic Helper		20.20

23050 - Aircraft Painter	26.24	
23060 - Aircraft Servicer	23.30	
23070 - Aircraft Survival Flight Equipment Technician		26.24
23080 - Aircraft Worker	24.75	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.75
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		27.70
23110 - Appliance Mechanic	23.82	
23120 - Bicycle Repairer	19.81	
23125 - Cable Splicer	29.87	
23130 - Carpenter Maintenance	18.30	
23140 - Carpet Layer	22.24	
23160 - Electrician Maintenance	22.35	
23181 - Electronics Technician Maintenance I		32.93
23182 - Electronics Technician Maintenance II		34.91
23183 - Electronics Technician Maintenance III		36.85
23260 - Fabric Worker	21.15	
23290 - Fire Alarm System Mechanic	25.14	
23310 - Fire Extinguisher Repairer	19.81	
23311 - Fuel Distribution System Mechanic	28.47	
23312 - Fuel Distribution System Operator	22.41	
23370 - General Maintenance Worker	17.99	
23380 - Ground Support Equipment Mechanic		27.70
23381 - Ground Support Equipment Servicer		23.30
23382 - Ground Support Equipment Worker		24.75
23391 - Gunsmith I	19.81	
23392 - Gunsmith II	22.47	
23393 - Gunsmith III	25.14	
23410 - Heating Ventilation And Air-Conditioning Mechanic		21.92
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		23.07
23430 - Heavy Equipment Mechanic	22.09	
23440 - Heavy Equipment Operator	18.97	
23460 - Instrument Mechanic	25.14	
23465 - Laboratory/Shelter Mechanic		23.82
23470 - Laborer	13.31***	
23510 - Locksmith	23.82	
23530 - Machinery Maintenance Mechanic		24.77
23550 - Machinist Maintenance	26.41	
23580 - Maintenance Trades Helper	14.67***	
23591 - Metrology Technician I	25.14	
23592 - Metrology Technician II	26.46	
23593 - Metrology Technician III	27.74	
23640 - Millwright	24.88	
23710 - Office Appliance Repairer	22.89	
23760 - Painter Maintenance	17.70	
23790 - Pipefitter Maintenance	23.53	
23810 - Plumber Maintenance	22.29	
23820 - Pneudraulic Systems Mechanic		25.14
23850 - Rigger	25.14	
23870 - Scale Mechanic	22.47	
23890 - Sheet-Metal Worker Maintenance		30.28
23910 - Small Engine Mechanic	20.22	

23931 - Telecommunications Mechanic I	26.72	
23932 - Telecommunications Mechanic II	28.12	
23950 - Telephone Lineman	25.14	
23960 - Welder Combination Maintenance	22.77	
23965 - Well Driller	25.14	
23970 - Woodcraft Worker	25.14	
23980 - Woodworker	19.81	
24000 - Personal Needs Occupations		
24550 - Case Manager	17.59	
24570 - Child Care Attendant	12.94***	
24580 - Child Care Center Clerk	16.04	
24610 - Chore Aide	10.62***	
24620 - Family Readiness And Support Services Coordinator	17.59	
24630 - Homemaker	17.59	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	24.91	
25040 - Sewage Plant Operator	19.00	
25070 - Stationary Engineer	25.04	
25190 - Ventilation Equipment Tender	17.43	
25210 - Water Treatment Plant Operator	19.00	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	16.26	
27007 - Baggage Inspector	13.68***	
27008 - Corrections Officer	18.16	
27010 - Court Security Officer	19.15	
27030 - Detection Dog Handler	15.51	
27040 - Detention Officer	18.16	
27070 - Firefighter	19.13	
27101 - Guard I	13.68***	
27102 - Guard II	15.51	
27131 - Police Officer I	20.26	
27132 - Police Officer II	22.52	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.68***	
28042 - Carnival Equipment Repairer	14.78***	
28043 - Carnival Worker	10.50***	
28210 - Gate Attendant/Gate Tender	19.23	
28310 - Lifeguard	16.60	
28350 - Park Attendant (Aide)	21.53	
28510 - Recreation Aide/Health Facility Attendant	15.71	
28515 - Recreation Specialist	26.57	
28630 - Sports Official	17.14	
28690 - Swimming Pool Operator	18.94	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.47	
29020 - Hatch Tender	22.47	
29030 - Line Handler	22.47	
29041 - Stevedore I	21.15	
29042 - Stevedore II	23.82	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.61	
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.70	
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.59	
30021 - Archeological Technician I	15.11	

30022 - Archeological Technician II	18.98	
30023 - Archeological Technician III	22.25	
30030 - Cartographic Technician	22.36	
30040 - Civil Engineering Technician	27.97	
30051 - Cryogenic Technician I	21.24	
30052 - Cryogenic Technician II	23.46	
30061 - Drafter/CAD Operator I	15.11	
30062 - Drafter/CAD Operator II	16.96	
30063 - Drafter/CAD Operator III	18.98	
30064 - Drafter/CAD Operator IV	22.83	
30081 - Engineering Technician I	14.39***	
30082 - Engineering Technician II	16.14	
30083 - Engineering Technician III	18.06	
30084 - Engineering Technician IV	22.38	
30085 - Engineering Technician V	27.38	
30086 - Engineering Technician VI	33.12	
30090 - Environmental Technician	19.53	
30095 - Evidence Control Specialist	19.18	
30210 - Laboratory Technician	22.43	
30221 - Latent Fingerprint Technician I	21.24	
30222 - Latent Fingerprint Technician II	23.46	
30240 - Mathematical Technician	22.25	
30361 - Paralegal/Legal Assistant I	19.61	
30362 - Paralegal/Legal Assistant II	24.30	
30363 - Paralegal/Legal Assistant III	29.72	
30364 - Paralegal/Legal Assistant IV	35.95	
30375 - Petroleum Supply Specialist	23.46	
30390 - Photo-Optics Technician	21.48	
30395 - Radiation Control Technician	23.46	
30461 - Technical Writer I	21.77	
30462 - Technical Writer II	26.63	
30463 - Technical Writer III	32.22	
30491 - Unexploded Ordnance (UXO) Technician I		26.44
30492 - Unexploded Ordnance (UXO) Technician II		31.99
30493 - Unexploded Ordnance (UXO) Technician III		38.35
30494 - Unexploded (UXO) Safety Escort		26.44
30495 - Unexploded (UXO) Sweep Personnel		26.44
30501 - Weather Forecaster I	28.59	
30502 - Weather Forecaster II	34.78	
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	18.98
30621 - Weather Observer Senior	(see 2)	20.69
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.99	
31020 - Bus Aide	12.22***	
31030 - Bus Driver	16.67	
31043 - Driver Courier	13.20***	
31260 - Parking and Lot Attendant	11.09***	
31290 - Shuttle Bus Driver	14.26***	
31310 - Taxi Driver	12.58***	
31361 - Truckdriver Light	14.27***	
31362 - Truckdriver Medium	15.23	
31363 - Truckdriver Heavy	18.16	
31364 - Truckdriver Tractor-Trailer	18.16	
99000 - Miscellaneous Occupations		

99020 - Cabin Safety Specialist	15.60
99030 - Cashier	10.50***
99050 - Desk Clerk	11.35***
99095 - Embalmer	29.98
99130 - Flight Follower	26.44
99251 - Laboratory Animal Caretaker I	14.01***
99252 - Laboratory Animal Caretaker II	15.14
99260 - Marketing Analyst	27.60
99310 - Mortician	29.98
99410 - Pest Controller	18.13
99510 - Photofinishing Worker	13.90***
99710 - Recycling Laborer	14.38***
99711 - Recycling Specialist	17.00
99730 - Refuse Collector	13.05***
99810 - Sales Clerk	12.09***
99820 - School Crossing Guard	14.95***
99830 - Survey Party Chief	31.23
99831 - Surveying Aide	18.48
99832 - Surveying Technician	25.32
99840 - Vending Machine Attendant	19.48
99841 - Vending Machine Repairer	23.87
99842 - Vending Machine Repairer Helper	19.48

***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 8 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. (See 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 perform 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))."

WAGE DETERMINATION TEXAS

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5227
Daniel W. Simms | Division of | Revision No.: 18
Director | Wage Determinations | Date Of Last Revision: 07/14/2022

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	With certain exceptions Executive Order
after January 30 2022 or the	14026 applies to the contract.
contract is renewed or extended (e.g.	The contractor must pay all covered workers
an option is exercised) on or after	at least \$15.00 per hour (or the applicable
January 30 2022:	wage rate listed on this wage determination
	if it is higher) for all hours spent
	performing on the contract in 2022.

If the contract was awarded on or	With certain exceptions Executive Order
between January 1 2015 and January 29	13658 applies to the contract.
2022 and the contract is not renewed	The contractor must pay all covered workers

or extended on or after January 30	at least \$11.25 per hour (or the applicable
2022:	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: Texas

Area: Texas Counties of Collin Dallas Denton Ellis Hunt Kaufman Rockwall

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.91
01012 - Accounting Clerk II		20.09
01013 - Accounting Clerk III		22.48
01020 - Administrative Assistant		30.16
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		14.56***
01042 - Customer Service Representative II		15.89
01043 - Customer Service Representative III		17.83
01051 - Data Entry Operator I		15.34
01052 - Data Entry Operator II		16.74
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		17.59
01090 - Duplicating Machine Operator		17.59
01111 - General Clerk I	14.07***	
01112 - General Clerk II		15.35
01113 - General Clerk III		17.23
01120 - Housing Referral Assistant		22.61
01141 - Messenger Courier		15.72
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
01261 - Personnel Assistant (Employment) I		18.12
01262 - Personnel Assistant (Employment) II		20.27
01263 - Personnel Assistant (Employment) III		22.60
01270 - Production Control Clerk		24.46
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		18.13
01311 - Secretary I		18.13
01312 - Secretary II		20.28
01313 - Secretary III		22.61
01320 - Service Order Dispatcher		17.86
01410 - Supply Technician		30.16
01420 - Survey Worker		17.70
01460 - Switchboard Operator/Receptionist		15.15
01531 - Travel Clerk I		17.18
01532 - Travel Clerk II		18.47

01533 - Travel Clerk III	19.82
01611 - Word Processor I	16.67
01612 - Word Processor II	18.71
01613 - Word Processor III	20.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	14.44***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.99***
07041 - Cook I	13.94***
07042 - Cook II	16.01
07070 - Dishwasher	11.57***
07130 - Food Service Worker	12.89***
07210 - Meat Cutter	13.60***
07260 - Waiter/Waitress	10.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.86
09040 - Furniture Handler	10.61***
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.04***
09110 - Furniture Repairer Minor	15.16
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.95***
11060 - Elevator Operator	13.31***
11090 - Gardener	22.18
11122 - Housekeeping Aide	13.49***
11150 - Janitor	13.49***
11210 - Laborer Grounds Maintenance	16.51
11240 - Maid or Houseman	12.68***
11260 - Pruner	14.59***
11270 - Tractor Operator	20.29
11330 - Trail Maintenance Worker	16.51
11360 - Window Cleaner	15.26
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.11
12012 - Certified Occupational Therapist Assistant	37.42
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40

12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	19.76
12072 - Licensed Practical Nurse II	22.11
12073 - Licensed Practical Nurse III	24.65
12100 - Medical Assistant	17.79
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	43.82
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.48***
12223 - Nursing Assistant III	15.80
12224 - Nursing Assistant IV	17.75
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	30.27
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	27.40
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	17.58
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	17.84
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.19
14042 - Computer Operator II	24.81
14043 - Computer Operator III	27.68
14044 - Computer Operator IV	32.84

14045 - Computer Operator V	36.34
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	22.19
14160 - Personal Computer Support Technician	32.84
14170 - System Support Specialist	42.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	48.41
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	36.68
15070 - Flight Instructor (Pilot)	48.41
15080 - Graphic Artist	25.79
15085 - Maintenance Test Pilot Fixed Jet/Prop	48.41
15086 - Maintenance Test Pilot Rotary Wing	48.41
15088 - Non-Maintenance Test/Co-Pilot	48.41
15090 - Technical Instructor	27.43
15095 - Technical Instructor/Course Developer	33.55
15110 - Test Proctor	22.14
15120 - Tutor	22.14
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.05***
16030 - Counter Attendant	11.05***
16040 - Dry Cleaner	14.20***
16070 - Finisher Flatwork Machine	11.05***
16090 - Presser Hand	11.05***
16110 - Presser Machine Drycleaning	11.05***
16130 - Presser Machine Shirts	11.05***
16160 - Presser Machine Wearing Apparel Laundry	11.05***
16190 - Sewing Machine Operator	15.05
16220 - Tailor	16.19
16250 - Washer Machine	12.15***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.03
21030 - Material Coordinator	24.46
21040 - Material Expediter	24.46
21050 - Material Handling Laborer	14.93***
21071 - Order Filler	16.03
21080 - Production Line Worker (Food Processing)	18.03
21110 - Shipping Packer	17.59
21130 - Shipping/Receiving Clerk	17.59
21140 - Store Worker I	13.03***
21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	18.03
21410 - Warehouse Specialist	18.03
23000 - Mechanics And Maintenance And Repair Occupations	

23010 - Aerospace Structural Welder	39.23	
23019 - Aircraft Logs and Records Technician	31.86	
23021 - Aircraft Mechanic I	37.41	
23022 - Aircraft Mechanic II	39.23	
23023 - Aircraft Mechanic III	41.04	
23040 - Aircraft Mechanic Helper	26.84	
23050 - Aircraft Painter	35.52	
23060 - Aircraft Servicer	31.86	
23070 - Aircraft Survival Flight Equipment Technician		35.52
23080 - Aircraft Worker	33.70	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		33.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		37.41
23110 - Appliance Mechanic	21.51	
23120 - Bicycle Repairer	20.03	
23125 - Cable Splicer	30.31	
23130 - Carpenter Maintenance	21.31	
23140 - Carpet Layer	19.04	
23160 - Electrician Maintenance	23.75	
23181 - Electronics Technician Maintenance I	26.71	
23182 - Electronics Technician Maintenance II	28.15	
23183 - Electronics Technician Maintenance III	29.65	
23260 - Fabric Worker	26.87	
23290 - Fire Alarm System Mechanic	23.76	
23310 - Fire Extinguisher Repairer	20.03	
23311 - Fuel Distribution System Mechanic	22.56	
23312 - Fuel Distribution System Operator	17.69	
23370 - General Maintenance Worker	19.91	
23380 - Ground Support Equipment Mechanic		37.41
23381 - Ground Support Equipment Servicer		31.86
23382 - Ground Support Equipment Worker		33.70
23391 - Gunsmith I	20.03	
23392 - Gunsmith II	23.01	
23393 - Gunsmith III	25.54	
23410 - Heating Ventilation And Air-Conditioning Mechanic		23.53
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		24.67
23430 - Heavy Equipment Mechanic	28.14	
23440 - Heavy Equipment Operator	22.58	
23460 - Instrument Mechanic	27.95	
23465 - Laboratory/Shelter Mechanic	24.25	
23470 - Laborer	14.93***	
23510 - Locksmith	23.89	
23530 - Machinery Maintenance Mechanic		25.75
23550 - Machinist Maintenance	22.70	
23580 - Maintenance Trades Helper	16.50	
23591 - Metrology Technician I	27.95	
23592 - Metrology Technician II	29.30	
23593 - Metrology Technician III	30.67	
23640 - Millwright	27.21	
23710 - Office Appliance Repairer		19.70
23760 - Painter Maintenance	18.11	
23790 - Pipefitter Maintenance	26.55	

23810 - Plumber Maintenance	25.20	
23820 - Pneudraulic Systems Mechanic	25.54	
23850 - Rigger	26.09	
23870 - Scale Mechanic	23.01	
23890 - Sheet-Metal Worker Maintenance	23.02	
23910 - Small Engine Mechanic	20.45	
23931 - Telecommunications Mechanic I	29.53	
23932 - Telecommunications Mechanic II	30.96	
23950 - Telephone Lineman	25.89	
23960 - Welder Combination Maintenance	22.42	
23965 - Well Driller	22.66	
23970 - Woodcraft Worker	25.54	
23980 - Woodworker	20.03	
24000 - Personal Needs Occupations		
24550 - Case Manager	18.31	
24570 - Child Care Attendant	11.76***	
24580 - Child Care Center Clerk	14.66***	
24610 - Chore Aide	11.04***	
24620 - Family Readiness And Support Services Coordinator		18.31
24630 - Homemaker	18.31	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	27.73	
25040 - Sewage Plant Operator	22.35	
25070 - Stationary Engineer	27.73	
25190 - Ventilation Equipment Tender	19.37	
25210 - Water Treatment Plant Operator	22.35	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	22.33	
27007 - Baggage Inspector	14.34***	
27008 - Corrections Officer	24.04	
27010 - Court Security Officer	26.82	
27030 - Detection Dog Handler	16.92	
27040 - Detention Officer	24.04	
27070 - Firefighter	29.61	
27101 - Guard I	14.34***	
27102 - Guard II	16.92	
27131 - Police Officer I	33.25	
27132 - Police Officer II	36.96	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	15.13	
28042 - Carnival Equipment Repairer	16.53	
28043 - Carnival Worker	10.88***	
28210 - Gate Attendant/Gate Tender	15.60	
28310 - Lifeguard	11.19***	
28350 - Park Attendant (Aide)	17.45	
28510 - Recreation Aide/Health Facility Attendant	12.73***	
28515 - Recreation Specialist	21.27	
28630 - Sports Official	13.89***	
28690 - Swimming Pool Operator	21.99	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	29.04	
29020 - Hatch Tender	29.04	
29030 - Line Handler	29.04	
29041 - Stevedore I	27.45	

29042 - Stevedore II	30.60	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO) (see 2)		44.62
30011 - Air Traffic Control Specialist Station (HFO) (see 2)		30.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)		33.88
30021 - Archeological Technician I	20.07	
30022 - Archeological Technician II	22.40	
30023 - Archeological Technician III	27.75	
30030 - Cartographic Technician	27.75	
30040 - Civil Engineering Technician	24.42	
30051 - Cryogenic Technician I	29.26	
30052 - Cryogenic Technician II	32.32	
30061 - Drafter/CAD Operator I	20.07	
30062 - Drafter/CAD Operator II	22.40	
30063 - Drafter/CAD Operator III	24.97	
30064 - Drafter/CAD Operator IV	30.73	
30081 - Engineering Technician I	17.56	
30082 - Engineering Technician II	19.70	
30083 - Engineering Technician III	22.03	
30084 - Engineering Technician IV	27.30	
30085 - Engineering Technician V	33.40	
30086 - Engineering Technician VI	40.41	
30090 - Environmental Technician	25.52	
30095 - Evidence Control Specialist	26.42	
30210 - Laboratory Technician	25.44	
30221 - Latent Fingerprint Technician I	26.76	
30222 - Latent Fingerprint Technician II	29.57	
30240 - Mathematical Technician	33.58	
30361 - Paralegal/Legal Assistant I	19.49	
30362 - Paralegal/Legal Assistant II	24.15	
30363 - Paralegal/Legal Assistant III	29.54	
30364 - Paralegal/Legal Assistant IV	35.74	
30375 - Petroleum Supply Specialist	32.32	
30390 - Photo-Optics Technician	27.75	
30395 - Radiation Control Technician	32.32	
30461 - Technical Writer I	25.69	
30462 - Technical Writer II	31.42	
30463 - Technical Writer III	38.01	
30491 - Unexploded Ordnance (UXO) Technician I		28.36
30492 - Unexploded Ordnance (UXO) Technician II		34.32
30493 - Unexploded Ordnance (UXO) Technician III		41.13
30494 - Unexploded (UXO) Safety Escort		28.36
30495 - Unexploded (UXO) Sweep Personnel		28.36
30501 - Weather Forecaster I	29.26	
30502 - Weather Forecaster II	35.59	
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	24.97
30621 - Weather Observer Senior	(see 2)	26.42
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	34.32	
31020 - Bus Aide	14.95***	
31030 - Bus Driver	21.81	
31043 - Driver Courier	17.15	
31260 - Parking and Lot Attendant	10.91***	
31290 - Shuttle Bus Driver	18.53	

31310 - Taxi Driver	13.24***
31361 - Truckdriver Light	18.75
31362 - Truckdriver Medium	20.37
31363 - Truckdriver Heavy	23.34
31364 - Truckdriver Tractor-Trailer	23.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	11.33***
99050 - Desk Clerk	12.89***
99095 - Embalmer	24.05
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	13.62***
99252 - Laboratory Animal Caretaker II	14.89***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	14.89***
99710 - Recycling Laborer	20.02
99711 - Recycling Specialist	24.59
99730 - Refuse Collector	17.69
99810 - Sales Clerk	13.65***
99820 - School Crossing Guard	12.69***
99830 - Survey Party Chief	29.37
99831 - Surveying Aide	17.60
99832 - Surveying Technician	22.55
99840 - Vending Machine Attendant	17.05
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	17.01

***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 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))."

WAGE DETERMINATION ALABAMA

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5227
Daniel W. Simms Division of | Revision No.: 18
Director Wage Determinations| Date Of Last Revision: 07/14/2022

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 |With certain exceptions Executive Order |
|after January 30 2022 or the |14026 applies to the contract. |

contract is renewed or extended (e.g. The contractor must pay all covered workers an option is exercised) on or after January 30 2022: 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 was awarded on or between January 1 2015 and January 29 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: Texas

Area: Texas Counties of Collin Dallas Denton Ellis Hunt Kaufman Rockwall

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.91
01012 - Accounting Clerk II		20.09
01013 - Accounting Clerk III		22.48
01020 - Administrative Assistant		30.16
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		14.56***
01042 - Customer Service Representative II		15.89
01043 - Customer Service Representative III		17.83
01051 - Data Entry Operator I		15.34
01052 - Data Entry Operator II		16.74
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		17.59
01090 - Duplicating Machine Operator		17.59
01111 - General Clerk I		14.07***
01112 - General Clerk II		15.35
01113 - General Clerk III		17.23
01120 - Housing Referral Assistant		22.61
01141 - Messenger Courier		15.72
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
01261 - Personnel Assistant (Employment) I		18.12
01262 - Personnel Assistant (Employment) II		20.27
01263 - Personnel Assistant (Employment) III		22.60
01270 - Production Control Clerk		24.46
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		18.13

01311 - Secretary I	18.13
01312 - Secretary II	20.28
01313 - Secretary III	22.61
01320 - Service Order Dispatcher	17.86
01410 - Supply Technician	30.16
01420 - Survey Worker	17.70
01460 - Switchboard Operator/Receptionist	15.15
01531 - Travel Clerk I	17.18
01532 - Travel Clerk II	18.47
01533 - Travel Clerk III	19.82
01611 - Word Processor I	16.67
01612 - Word Processor II	18.71
01613 - Word Processor III	20.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	14.44***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.99***
07041 - Cook I	13.94***
07042 - Cook II	16.01
07070 - Dishwasher	11.57***
07130 - Food Service Worker	12.89***
07210 - Meat Cutter	13.60***
07260 - Waiter/Waitress	10.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.86
09040 - Furniture Handler	10.61***
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.04***
09110 - Furniture Repairer Minor	15.16
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.95***
11060 - Elevator Operator	13.31***
11090 - Gardener	22.18
11122 - Housekeeping Aide	13.49***
11150 - Janitor	13.49***
11210 - Laborer Grounds Maintenance	16.51
11240 - Maid or Houseman	12.68***
11260 - Pruner	14.59***
11270 - Tractor Operator	20.29
11330 - Trail Maintenance Worker	16.51

11360 - Window Cleaner	15.26
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.11
12012 - Certified Occupational Therapist Assistant	37.42
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	19.76
12072 - Licensed Practical Nurse II	22.11
12073 - Licensed Practical Nurse III	24.65
12100 - Medical Assistant	17.79
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	43.82
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.48***
12223 - Nursing Assistant III	15.80
12224 - Nursing Assistant IV	17.75
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	30.27
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	27.40
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	17.58
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75

13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	17.84
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.19
14042 - Computer Operator II	24.81
14043 - Computer Operator III	27.68
14044 - Computer Operator IV	32.84
14045 - Computer Operator V	36.34
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	22.19
14160 - Personal Computer Support Technician	32.84
14170 - System Support Specialist	42.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	48.41
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	36.68
15070 - Flight Instructor (Pilot)	48.41
15080 - Graphic Artist	25.79
15085 - Maintenance Test Pilot Fixed Jet/Prop	48.41
15086 - Maintenance Test Pilot Rotary Wing	48.41
15088 - Non-Maintenance Test/Co-Pilot	48.41
15090 - Technical Instructor	27.43
15095 - Technical Instructor/Course Developer	33.55
15110 - Test Proctor	22.14
15120 - Tutor	22.14
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.05***
16030 - Counter Attendant	11.05***
16040 - Dry Cleaner	14.20***
16070 - Finisher Flatwork Machine	11.05***
16090 - Presser Hand	11.05***
16110 - Presser Machine Drycleaning	11.05***
16130 - Presser Machine Shirts	11.05***
16160 - Presser Machine Wearing Apparel Laundry	11.05***
16190 - Sewing Machine Operator	15.05
16220 - Tailor	16.19
16250 - Washer Machine	12.15***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.03
21030 - Material Coordinator	24.46
21040 - Material Expediter	24.46
21050 - Material Handling Laborer	14.93***

21071 - Order Filler	16.03	
21080 - Production Line Worker (Food Processing)		18.03
21110 - Shipping Packer	17.59	
21130 - Shipping/Receiving Clerk	17.59	
21140 - Store Worker I	13.03***	
21150 - Stock Clerk	18.88	
21210 - Tools And Parts Attendant		18.03
21410 - Warehouse Specialist		18.03
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	39.23	
23019 - Aircraft Logs and Records Technician		31.86
23021 - Aircraft Mechanic I	37.41	
23022 - Aircraft Mechanic II	39.23	
23023 - Aircraft Mechanic III	41.04	
23040 - Aircraft Mechanic Helper	26.84	
23050 - Aircraft Painter	35.52	
23060 - Aircraft Servicer	31.86	
23070 - Aircraft Survival Flight Equipment Technician		35.52
23080 - Aircraft Worker	33.70	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		33.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		37.41
23110 - Appliance Mechanic	21.51	
23120 - Bicycle Repairer	20.03	
23125 - Cable Splicer	30.31	
23130 - Carpenter Maintenance	21.31	
23140 - Carpet Layer	19.04	
23160 - Electrician Maintenance	23.75	
23181 - Electronics Technician Maintenance I		26.71
23182 - Electronics Technician Maintenance II		28.15
23183 - Electronics Technician Maintenance III		29.65
23260 - Fabric Worker	26.87	
23290 - Fire Alarm System Mechanic		23.76
23310 - Fire Extinguisher Repairer	20.03	
23311 - Fuel Distribution System Mechanic		22.56
23312 - Fuel Distribution System Operator		17.69
23370 - General Maintenance Worker		19.91
23380 - Ground Support Equipment Mechanic		37.41
23381 - Ground Support Equipment Servicer		31.86
23382 - Ground Support Equipment Worker		33.70
23391 - Gunsmith I	20.03	
23392 - Gunsmith II	23.01	
23393 - Gunsmith III	25.54	
23410 - Heating Ventilation And Air-Conditioning Mechanic		23.53
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		24.67
23430 - Heavy Equipment Mechanic		28.14
23440 - Heavy Equipment Operator		22.58
23460 - Instrument Mechanic		27.95
23465 - Laboratory/Shelter Mechanic		24.25
23470 - Laborer	14.93***	
23510 - Locksmith	23.89	
23530 - Machinery Maintenance Mechanic		25.75

23550 - Machinist Maintenance	22.70
23580 - Maintenance Trades Helper	16.50
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	27.21
23710 - Office Appliance Repairer	19.70
23760 - Painter Maintenance	18.11
23790 - Pipefitter Maintenance	26.55
23810 - Plumber Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	25.54
23850 - Rigger	26.09
23870 - Scale Mechanic	23.01
23890 - Sheet-Metal Worker Maintenance	23.02
23910 - Small Engine Mechanic	20.45
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	25.89
23960 - Welder Combination Maintenance	22.42
23965 - Well Driller	22.66
23970 - Woodcraft Worker	25.54
23980 - Woodworker	20.03
24000 - Personal Needs Occupations	
24550 - Case Manager	18.31
24570 - Child Care Attendant	11.76***
24580 - Child Care Center Clerk	14.66***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	18.31
24630 - Homemaker	18.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	22.35
25070 - Stationary Engineer	27.73
25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	22.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.33
27007 - Baggage Inspector	14.34***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.34***
27102 - Guard II	16.92
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.13
28042 - Carnival Equipment Repairer	16.53
28043 - Carnival Worker	10.88***
28210 - Gate Attendant/Gate Tender	15.60
28310 - Lifeguard	11.19***
28350 - Park Attendant (Aide)	17.45

28510 - Recreation Aide/Health Facility Attendant	12.73***	
28515 - Recreation Specialist	21.27	
28630 - Sports Official	13.89***	
28690 - Swimming Pool Operator	21.99	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	29.04	
29020 - Hatch Tender	29.04	
29030 - Line Handler	29.04	
29041 - Stevedore I	27.45	
29042 - Stevedore II	30.60	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.62	
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.78	
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.88	
30021 - Archeological Technician I	20.07	
30022 - Archeological Technician II	22.40	
30023 - Archeological Technician III	27.75	
30030 - Cartographic Technician	27.75	
30040 - Civil Engineering Technician	24.42	
30051 - Cryogenic Technician I	29.26	
30052 - Cryogenic Technician II	32.32	
30061 - Drafter/CAD Operator I	20.07	
30062 - Drafter/CAD Operator II	22.40	
30063 - Drafter/CAD Operator III	24.97	
30064 - Drafter/CAD Operator IV	30.73	
30081 - Engineering Technician I	17.56	
30082 - Engineering Technician II	19.70	
30083 - Engineering Technician III	22.03	
30084 - Engineering Technician IV	27.30	
30085 - Engineering Technician V	33.40	
30086 - Engineering Technician VI	40.41	
30090 - Environmental Technician	25.52	
30095 - Evidence Control Specialist	26.42	
30210 - Laboratory Technician	25.44	
30221 - Latent Fingerprint Technician I	26.76	
30222 - Latent Fingerprint Technician II	29.57	
30240 - Mathematical Technician	33.58	
30361 - Paralegal/Legal Assistant I	19.49	
30362 - Paralegal/Legal Assistant II	24.15	
30363 - Paralegal/Legal Assistant III	29.54	
30364 - Paralegal/Legal Assistant IV	35.74	
30375 - Petroleum Supply Specialist	32.32	
30390 - Photo-Optics Technician	27.75	
30395 - Radiation Control Technician	32.32	
30461 - Technical Writer I	25.69	
30462 - Technical Writer II	31.42	
30463 - Technical Writer III	38.01	
30491 - Unexploded Ordnance (UXO) Technician I	28.36	
30492 - Unexploded Ordnance (UXO) Technician II	34.32	
30493 - Unexploded Ordnance (UXO) Technician III	41.13	
30494 - Unexploded (UXO) Safety Escort	28.36	
30495 - Unexploded (UXO) Sweep Personnel	28.36	
30501 - Weather Forecaster I	29.26	
30502 - Weather Forecaster II	35.59	
30620 - Weather Observer Combined Upper Air Or (see 2)	24.97	

Surface Programs		
30621 - Weather Observer Senior	(see 2)	26.42
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		34.32
31020 - Bus Aide		14.95***
31030 - Bus Driver		21.81
31043 - Driver Courier		17.15
31260 - Parking and Lot Attendant		10.91***
31290 - Shuttle Bus Driver		18.53
31310 - Taxi Driver		13.24***
31361 - Truckdriver Light		18.75
31362 - Truckdriver Medium		20.37
31363 - Truckdriver Heavy		23.34
31364 - Truckdriver Tractor-Trailer		23.34
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.73
99030 - Cashier		11.33***
99050 - Desk Clerk		12.89***
99095 - Embalmer		24.05
99130 - Flight Follower		28.36
99251 - Laboratory Animal Caretaker I		13.62***
99252 - Laboratory Animal Caretaker II		14.89***
99260 - Marketing Analyst		37.40
99310 - Mortician		26.46
99410 - Pest Controller		23.68
99510 - Photofinishing Worker		14.89***
99710 - Recycling Laborer		20.02
99711 - Recycling Specialist		24.59
99730 - Refuse Collector		17.69
99810 - Sales Clerk		13.65***
99820 - School Crossing Guard		12.69***
99830 - Survey Party Chief		29.37
99831 - Surveying Aide		17.60
99832 - Surveying Technician		22.55
99840 - Vending Machine Attendant		17.05
99841 - Vending Machine Repairer		20.93
99842 - Vending Machine Repairer Helper		17.01

***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 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))."

WAGE DETERMINATION ALASKA

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4605
 Daniel W. Simms | Division of | Revision No.: 18
 Director | Wage Determinations | 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 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: Alabama

Area: Alabama County of Mobile

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.85***	
01012 - Accounting Clerk II	16.67	
01013 - Accounting Clerk III	18.65	
01020 - Administrative Assistant	28.87	
01035 - Court Reporter	19.76	
01041 - Customer Service Representative I	13.27***	
01042 - Customer Service Representative II	14.48***	
01043 - Customer Service Representative III	16.25	
01051 - Data Entry Operator I	14.35***	
01052 - Data Entry Operator II	15.66	
01060 - Dispatcher Motor Vehicle	20.65	
01070 - Document Preparation Clerk	13.40***	
01090 - Duplicating Machine Operator	13.40***	
01111 - General Clerk I	13.44***	
01112 - General Clerk II	14.66***	
01113 - General Clerk III	16.46	
01120 - Housing Referral Assistant	19.74	

01141 - Messenger Courier	14.70***
01191 - Order Clerk I	14.93***
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	17.24
01262 - Personnel Assistant (Employment) II	20.67
01263 - Personnel Assistant (Employment) III	24.58
01270 - Production Control Clerk	28.08
01290 - Rental Clerk	14.27***
01300 - Scheduler Maintenance	15.83
01311 - Secretary I	15.83
01312 - Secretary II	17.71
01313 - Secretary III	19.74
01320 - Service Order Dispatcher	18.71
01410 - Supply Technician	28.87
01420 - Survey Worker	17.56
01460 - Switchboard Operator/Receptionist	13.68***
01531 - Travel Clerk I	13.04***
01532 - Travel Clerk II	13.85***
01533 - Travel Clerk III	15.95
01611 - Word Processor I	14.43***
01612 - Word Processor II	16.20
01613 - Word Processor III	18.12
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.69
05010 - Automotive Electrician	18.52
05040 - Automotive Glass Installer	17.26
05070 - Automotive Worker	17.26
05110 - Mobile Equipment Servicer	14.74***
05130 - Motor Equipment Metal Mechanic	19.75
05160 - Motor Equipment Metal Worker	17.26
05190 - Motor Vehicle Mechanic	19.75
05220 - Motor Vehicle Mechanic Helper	13.47***
05250 - Motor Vehicle Upholstery Worker	15.98
05280 - Motor Vehicle Wrecker	17.26
05310 - Painter Automotive	18.52
05340 - Radiator Repair Specialist	17.26
05370 - Tire Repairer	13.43***
05400 - Transmission Repair Specialist	19.75
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.00***
07041 - Cook I	10.79***
07042 - Cook II	12.64***
07070 - Dishwasher	10.46***
07130 - Food Service Worker	10.48***
07210 - Meat Cutter	22.20
07260 - Waiter/Waitress	9.17***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.04
09040 - Furniture Handler	11.86***
09080 - Furniture Refinisher	19.97
09090 - Furniture Refinisher Helper	14.56***
09110 - Furniture Repairer Minor	17.23
09130 - Upholsterer	19.16
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.50***

11060 - Elevator Operator	13.50***
11090 - Gardener	18.93
11122 - Housekeeping Aide	11.04***
11150 - Janitor	11.04***
11210 - Laborer Grounds Maintenance	14.09***
11240 - Maid or Houseman	9.35***
11260 - Pruner	12.90***
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.09***
11360 - Window Cleaner	12.58***
12000 - Health Occupations	
12010 - Ambulance Driver	16.10
12011 - Breath Alcohol Technician	18.81
12012 - Certified Occupational Therapist Assistant	25.81
12015 - Certified Physical Therapist Assistant	29.98
12020 - Dental Assistant	16.35
12025 - Dental Hygienist	27.40
12030 - EKG Technician	25.98
12035 - Electroneurodiagnostic Technologist	25.98
12040 - Emergency Medical Technician	16.10
12071 - Licensed Practical Nurse I	16.81
12072 - Licensed Practical Nurse II	18.81
12073 - Licensed Practical Nurse III	20.97
12100 - Medical Assistant	14.18***
12130 - Medical Laboratory Technician	22.61
12160 - Medical Record Clerk	15.88
12190 - Medical Record Technician	17.76
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	41.03
12221 - Nursing Assistant I	11.65***
12222 - Nursing Assistant II	13.10***
12223 - Nursing Assistant III	14.29***
12224 - Nursing Assistant IV	16.04
12235 - Optical Dispenser	15.23
12236 - Optical Technician	16.81
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	15.51
12305 - Radiologic Technologist	23.25
12311 - Registered Nurse I	23.44
12312 - Registered Nurse II	28.67
12313 - Registered Nurse II Specialist	28.67
12314 - Registered Nurse III	34.69
12315 - Registered Nurse III Anesthetist	34.69
12316 - Registered Nurse IV	41.58
12317 - Scheduler (Drug and Alcohol Testing)	23.31
12320 - Substance Abuse Treatment Counselor	20.40
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.41
13012 - Exhibits Specialist II	26.52
13013 - Exhibits Specialist III	32.44
13041 - Illustrator I	21.41
13042 - Illustrator II	26.52
13043 - Illustrator III	32.44
13047 - Librarian	29.36
13050 - Library Aide/Clerk	11.78***

13054 - Library Information Technology Systems Administrator	26.52
13058 - Library Technician	17.14
13061 - Media Specialist I	19.13
13062 - Media Specialist II	21.41
13063 - Media Specialist III	23.86
13071 - Photographer I	16.28
13072 - Photographer II	18.21
13073 - Photographer III	22.56
13074 - Photographer IV	27.60
13075 - Photographer V	33.39
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	17.19
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.73
14042 - Computer Operator II	20.46
14043 - Computer Operator III	22.81
14044 - Computer Operator IV	25.33
14045 - Computer Operator V	28.06
14071 - Computer Programmer I (see 1)	25.31
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	18.73
14160 - Personal Computer Support Technician	25.33
14170 - System Support Specialist	28.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.79
15020 - Aircrew Training Devices Instructor (Rated)	33.59
15030 - Air Crew Training Devices Instructor (Pilot)	40.26
15050 - Computer Based Training Specialist / Instructor	27.79
15060 - Educational Technologist	33.58
15070 - Flight Instructor (Pilot)	40.26
15080 - Graphic Artist	22.52
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.26
15086 - Maintenance Test Pilot Rotary Wing	40.26
15088 - Non-Maintenance Test/Co-Pilot	40.26
15090 - Technical Instructor	23.83
15095 - Technical Instructor/Course Developer	29.15
15110 - Test Proctor	19.24
15120 - Tutor	19.24
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.61***
16030 - Counter Attendant	10.61***
16040 - Dry Cleaner	12.29***
16070 - Finisher Flatwork Machine	10.61***
16090 - Presser Hand	10.61***
16110 - Presser Machine Drycleaning	10.61***
16130 - Presser Machine Shirts	10.61***
16160 - Presser Machine Wearing Apparel Laundry	10.61***
16190 - Sewing Machine Operator	13.01***
16220 - Tailor	13.78***

16250 - Washer Machine	11.08***	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.37
19040 - Tool And Die Maker	28.86	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	18.31	
21030 - Material Coordinator	27.93	
21040 - Material Expediter	27.93	
21050 - Material Handling Laborer	14.29***	
21071 - Order Filler	13.64***	
21080 - Production Line Worker (Food Processing)		18.31
21110 - Shipping Packer	18.57	
21130 - Shipping/Receiving Clerk	18.57	
21140 - Store Worker I	12.72***	
21150 - Stock Clerk	18.74	
21210 - Tools And Parts Attendant	18.31	
21410 - Warehouse Specialist	18.31	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	31.32	
23019 - Aircraft Logs and Records Technician	24.08	
23021 - Aircraft Mechanic I	29.76	
23022 - Aircraft Mechanic II	31.32	
23023 - Aircraft Mechanic III	32.89	
23040 - Aircraft Mechanic Helper	20.28	
23050 - Aircraft Painter	27.91	
23060 - Aircraft Servicer	24.08	
23070 - Aircraft Survival Flight Equipment Technician		27.91
23080 - Aircraft Worker	26.01	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.01
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		29.76
23110 - Appliance Mechanic	23.37	
23120 - Bicycle Repairer	18.59	
23125 - Cable Splicer	39.42	
23130 - Carpenter Maintenance	19.22	
23140 - Carpet Layer	21.78	
23160 - Electrician Maintenance	23.92	
23181 - Electronics Technician Maintenance I	31.42	
23182 - Electronics Technician Maintenance II	33.71	
23183 - Electronics Technician Maintenance III	35.95	
23260 - Fabric Worker	20.17	
23290 - Fire Alarm System Mechanic	24.93	
23310 - Fire Extinguisher Repairer	18.59	
23311 - Fuel Distribution System Mechanic	23.28	
23312 - Fuel Distribution System Operator	17.36	
23370 - General Maintenance Worker	17.81	
23380 - Ground Support Equipment Mechanic	29.76	
23381 - Ground Support Equipment Servicer	24.08	
23382 - Ground Support Equipment Worker	26.01	
23391 - Gunsmith I	18.59	
23392 - Gunsmith II	21.78	
23393 - Gunsmith III	24.93	
23410 - Heating Ventilation And Air-Conditioning Mechanic		22.62

23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.80
23430 - Heavy Equipment Mechanic	23.94
23440 - Heavy Equipment Operator	20.53
23460 - Instrument Mechanic	25.16
23465 - Laboratory/Shelter Mechanic	23.37
23470 - Laborer	14.29***
23510 - Locksmith	23.37
23530 - Machinery Maintenance Mechanic	30.60
23550 - Machinist Maintenance	25.52
23580 - Maintenance Trades Helper	14.31***
23591 - Metrology Technician I	25.16
23592 - Metrology Technician II	26.47
23593 - Metrology Technician III	27.80
23640 - Millwright	26.18
23710 - Office Appliance Repairer	18.65
23760 - Painter Maintenance	18.08
23790 - Pipefitter Maintenance	25.51
23810 - Plumber Maintenance	23.92
23820 - Pneudraulic Systems Mechanic	24.93
23850 - Rigger	24.64
23870 - Scale Mechanic	21.78
23890 - Sheet-Metal Worker Maintenance	20.31
23910 - Small Engine Mechanic	19.39
23931 - Telecommunications Mechanic I	31.27
23932 - Telecommunications Mechanic II	32.90
23950 - Telephone Lineman	24.93
23960 - Welder Combination Maintenance	25.73
23965 - Well Driller	24.93
23970 - Woodcraft Worker	24.93
23980 - Woodworker	18.59
24000 - Personal Needs Occupations	
24550 - Case Manager	15.70
24570 - Child Care Attendant	8.87***
24580 - Child Care Center Clerk	13.17***
24610 - Chore Aide	10.60***
24620 - Family Readiness And Support Services Coordinator	15.70
24630 - Homemaker	15.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.49
25040 - Sewage Plant Operator	22.40
25070 - Stationary Engineer	24.49
25190 - Ventilation Equipment Tender	16.69
25210 - Water Treatment Plant Operator	22.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.55
27007 - Baggage Inspector	11.43***
27008 - Corrections Officer	19.13
27010 - Court Security Officer	17.57
27030 - Detection Dog Handler	12.78***
27040 - Detention Officer	19.13
27070 - Firefighter	15.77
27101 - Guard I	11.43***
27102 - Guard II	12.78***

27131 - Police Officer I	20.70	
27132 - Police Officer II	23.01	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	12.80***	
28042 - Carnival Equipment Repairer	14.01***	
28043 - Carnival Worker	9.19***	
28210 - Gate Attendant/Gate Tender	15.40	
28310 - Lifeguard	13.09***	
28350 - Park Attendant (Aide)	17.23	
28510 - Recreation Aide/Health Facility Attendant	12.57***	
28515 - Recreation Specialist	18.70	
28630 - Sports Official	13.72***	
28690 - Swimming Pool Operator	16.97	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	27.63	
29020 - Hatch Tender	27.63	
29030 - Line Handler	27.63	
29041 - Stevedore I	25.58	
29042 - Stevedore II	29.64	
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	18.20	
30022 - Archeological Technician II	20.36	
30023 - Archeological Technician III	25.23	
30030 - Cartographic Technician	25.23	
30040 - Civil Engineering Technician	23.17	
30051 - Cryogenic Technician I	27.94	
30052 - Cryogenic Technician II	30.86	
30061 - Drafter/CAD Operator I	18.20	
30062 - Drafter/CAD Operator II	20.37	
30063 - Drafter/CAD Operator III	22.70	
30064 - Drafter/CAD Operator IV	27.94	
30081 - Engineering Technician I	18.56	
30082 - Engineering Technician II	20.82	
30083 - Engineering Technician III	23.29	
30084 - Engineering Technician IV	28.86	
30085 - Engineering Technician V	35.31	
30086 - Engineering Technician VI	42.71	
30090 - Environmental Technician	23.01	
30095 - Evidence Control Specialist	25.23	
30210 - Laboratory Technician	30.28	
30221 - Latent Fingerprint Technician I	27.94	
30222 - Latent Fingerprint Technician II	30.86	
30240 - Mathematical Technician	26.22	
30361 - Paralegal/Legal Assistant I	18.91	
30362 - Paralegal/Legal Assistant II	23.42	
30363 - Paralegal/Legal Assistant III	28.65	
30364 - Paralegal/Legal Assistant IV	34.66	
30375 - Petroleum Supply Specialist	30.86	
30390 - Photo-Optics Technician	25.23	
30395 - Radiation Control Technician	30.86	
30461 - Technical Writer I	25.23	
30462 - Technical Writer II	30.86	

30463 - Technical Writer III	37.34	
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	27.94	
30502 - Weather Forecaster II	33.99	
30620 - Weather Observer Combined Upper Air Or	(see 2)	22.70
Surface Programs		
30621 - Weather Observer Senior	(see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.73	
31020 - Bus Aide	10.77***	
31030 - Bus Driver	15.71	
31043 - Driver Courier	13.98***	
31260 - Parking and Lot Attendant	11.42***	
31290 - Shuttle Bus Driver	13.91***	
31310 - Taxi Driver	10.53***	
31361 - Truckdriver Light	15.30	
31362 - Truckdriver Medium	16.80	
31363 - Truckdriver Heavy	23.06	
31364 - Truckdriver Tractor-Trailer	23.06	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.47	
99030 - Cashier	10.60***	
99050 - Desk Clerk	10.94***	
99095 - Embalmer	26.22	
99130 - Flight Follower	26.22	
99251 - Laboratory Animal Caretaker I	12.67***	
99252 - Laboratory Animal Caretaker II	14.41***	
99260 - Marketing Analyst	28.77	
99310 - Mortician	26.22	
99410 - Pest Controller	18.18	
99510 - Photofinishing Worker	13.78***	
99710 - Recycling Laborer	17.36	
99711 - Recycling Specialist	21.31	
99730 - Refuse Collector	15.30	
99810 - Sales Clerk	12.37***	
99820 - School Crossing Guard	14.79***	
99830 - Survey Party Chief	25.19	
99831 - Surveying Aide	16.38	
99832 - Surveying Technician	22.43	
99840 - Vending Machine Attendant	20.69	
99841 - Vending Machine Repairer	23.57	
99842 - Vending Machine Repairer Helper	20.69	

***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 11 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))."

Section E - Inspection and Acceptance

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50 Alt I	Combating Trafficking in Persons (NOV 2021) Alternate I	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5 Alt II	Pollution Prevention and Right-to-Know Information (May 2011) Alt II	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JAN 2021

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

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

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is 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.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

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

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

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

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

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

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

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial 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 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

"Sensitive technology"—

- (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)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"—

(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 criteria in 13 CFR part 121 and size standards in this solicitation.

(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.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

(5) *Women-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [___] is, [___] is not a women-owned small business concern.

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

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

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

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

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

(g)

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

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Canadian End Products:

Line item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

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

Other End Products

Line item No.	Country of origin
___	___

___	___
___	___

[List as necessary]

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

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

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

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [___] Are, [___] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [___] Have, [___] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed End Product

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) [] Outside the United States.

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

(1) [] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision 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 Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

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

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

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

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

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

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

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

[____] Name and TIN of common parent:

Name ____

TIN ____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

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

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

____ .

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

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

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

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that--

(i) It [] does, [] 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The

Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (MAY 2022) ALTERNATE II (MAY 2022)

(a)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to -

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (a) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (b)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 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).

(D) 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).

(E) 52.219-8, Utilization of Small Business Concerns (JUN 2020) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(G) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

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

(K) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(L) ___(1) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

(M) 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).

(N) 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).

(O) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(P) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) ____ (1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (2) Alternate I (JAN 2017) of 52.224-3.

(S) 2.225-26, 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)

(T) 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.

(U) 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.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Lashanda Areghan, Contracting Officer
3909 Halls Ferry Road, Building 3000
Vicksburg, MS 39180-6199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/>

(End of clause)