

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 74	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F23Q0045	
6. SOLICITATION ISSUE DATE 22-May-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME DESIREE M PETERS		b. TELEPHONE NUMBER (No Collect Calls) 402-995-2697	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 21 Jun 2023		9. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901  TEL: FAX:		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: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 115112 SIZE STANDARD: \$8,500,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		16. ADMINISTERED BY		17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
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							
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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<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)				PAGE 2 OF 74	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. 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					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

PRICE SCHEDULE

## FY23-27: Garrison Project – Aerial Spraying Price Schedule

## Brief Description:

The work consists of furnishing all labor, material, equipment and performing all work for the aerial spraying contract in the strict accordance with contract clauses, specifications, schedules, drawings, and conditions for the following amount. Typical tasks for the contractor are complete vegetation control with glyphosate on dam structures (riprap). Broadleaf selective weed treatments in grasslands with 2-4D, Dicamba, Milestone and other various broadleaf selective chemicals. Complete vegetation control on shorelines along Lake Sakakawea using aquatically approved glyphosate.

## Bid Summary:

The U.S. Army Corps of Engineers at the Garrison Project on Lake Sakakawea in North Dakota are requesting that all potential contractors submit a completed bid sheet with all other pertinent documentation requested to be found eligible for this contract. The specifications of what is the expected result of the treatment of weeds and vegetation on Corps property can be found in the performance work statement. All annual spraying requests will be submitted to the contractor via a task order complete with aerial imagery, acres of requested areas, type of weed or vegetation control, and all other applicable information prior to commencement of work.

Note: For more information on the applicable seed mix that will be used for this contract please email the COR at [Andrew.J.Lillejord@usace.army.mil](mailto:Andrew.J.Lillejord@usace.army.mil)

Garrison Project IGE – Aerial Spraying FY23-27		
<b>FY23</b>		
CLIN 0001 – Pipestem Veg. Control (Jamestown)	\$/Acre	
CLIN 0002 – Garrison Veg. Control (Sakakawea)	\$/Acre	
CLIN 0003 – Bowman Veg. Control (Bowman-Haley)	\$/Acre	
<b>FY24</b>		
CLIN 0001 – Pipestem Veg. Control (Jamestown)	\$/Acre	
CLIN 0002 – Garrison Veg. Control (Sakakawea)	\$/Acre	
CLIN 0003 – Bowman Veg. Control (Bowman-Haley)	\$/Acre	
<b>FY25</b>		
CLIN 0001 – Pipestem Veg. Control (Jamestown)	\$/Acre	
CLIN 0002 – Garrison Veg. Control (Sakakawea)	\$/Acre	
CLIN 0003 – Bowman Veg. Control (Bowman-Haley)	\$/Acre	
<b>FY26</b>		
CLIN 0001 – Pipestem Veg. Control (Jamestown)	\$/Acre	
CLIN 0002 – Garrison Veg. Control (Sakakawea)	\$/Acre	
CLIN 0003 – Bowman Veg. Control (Bowman-Haley)	\$/Acre	
<b>FY27</b>		
CLIN 0001 – Pipestem Veg. Control (Jamestown)	\$/Acre	
CLIN 0002 – Garrison Veg. Control (Sakakawea)	\$/Acre	
CLIN 0003 – Bowman Veg. Control (Bowman-Haley)	\$/Acre	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Aerial Chemical Application Services FFP Control of noxious weeds for the U.S. Army Corps of Engineers (USACE) at Garrison Project in Riverdale, ND. Work consists of survey and herbicide applications to control infestations of noxious weeds; primarily noxious weeds such as Saltcedar or tamarisk (Tamarix ramosissima, Tamarix chinensis, Tamarix parviflora), Canada Thistle (Cirsium arvense), Leafy Spurge (Euphorbia esula), Absinth Wormwood (Artemisia absinthium L.) Russian Knapweed, (Centaurea repens), Halogeton (Halogeton glomeratus) and other identified noxious weeds and invasive species. FOB: Destination PSC CD: F001	1,900,000	Job		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Aerial Chem App 2 Year Option FFP Control of noxious weeds for the U.S. Army Corps of Engineers (USACE) at Garrison Project in Riverdale, ND. Work consists of survey and herbicide applications to control infestations of noxious weeds; primarily noxious weeds such as Saltcedar or tamarisk (Tamarix ramosissima, Tamarix chinensis, Tamarix parviflora), Canada Thistle (Cirsium arvense), Leafy Spurge (Euphorbia esula), Absinth Wormwood (Artemisia absinthium L.) Russian Knapweed, (Centaurea repens), Halogeton (Halogeton glomeratus) and other identified noxious weeds and invasive species. FOB: Destination PSC CD: F001	UNDEFINED	Job		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Option to Extend Services FFP Control of noxious weeds for the U.S. Army Corps of Engineers (USACE) at Garrison Project in Riverdale, ND. Work consists of survey and herbicide applications to control infestations of noxious weeds; primarily noxious weeds such as Saltcedar or tamarisk (Tamarix ramosissima, Tamarix chinensis, Tamarix parviflora), Canada Thistle (Cirsium arvense), Leafy Spurge (Euphorbia esula), Absinth Wormwood (Artemisia absinthium L.) Russian Knapweed, (Centaurea repens), Halogeton (Halogeton glomeratus) and other identified noxious weeds and invasive species. FOB: Destination PSC CD: F001	UNDEFINED	Job		
					MAX NET AMT

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAY-2023 TO 31-MAR-2026	N/A	N/A FOB: Destination	
1001	POP 01-APR-2026 TO 31-MAR-2028	N/A	N/A FOB: Destination	
2001	POP 01-APR-2028 TO 30-SEP-2028	N/A	N/A FOB: Destination	

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$2,500.00	250.00	\$250,000.00
1001	1.00	\$2,500.00	250.00	\$250,000.00
2001	1.00	\$2,500.00	250.00	\$250,000.00

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$2,500.00	100.00	\$250,000.00
1001	1.00	\$2,500.00	250.00	\$250,000.00
2001	1.00	\$2,500.00	250.00	\$250,000.00

#### PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)  
CHEMICAL APPLICATION SERVICES (AERIAL) – Task Order 0001  
US ARMYCORPS OF ENGINEERS (USACE)  
GARRISON PROJECT/LAKE SAKAKAWEA  
201 1<sup>ST</sup> STREET  
RIVERDALE, ND 58565  
November 29, 2022**

#### **1.0 GENERAL**

1.1. Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, utilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform aerial chemical application as defined in this PWS. The contractor shall perform to the standards in this PWS.

1.2. Background: Approximately 493,000 acres of federal land is administered by the USACE Garrison Project. Said land starts approximately two (2) miles downstream of the Garrison Dam and continues upstream along both riverbanks (including shoreline) of Lake Sakakawea (in McLean, Mercer, Dunn, McKenzie, Williams and Mountrail Counties) to west of the Highway 85 Bridge near Williston, ND almost to the Montana border. Included in the area of control for this contract are the two satellite projects to the Garrison project, Bowman-Haley Dam and Pipestem Dam near Jamestown. Noxious weed control and vegetation management are a component of our stewardship responsibilities.

1.3. Objectives: Survey (locate), inventory (GPS data collection), and control (chemically) State (North Dakota) listed noxious weeds (<http://www.nd.gov/ndda/program/noxious-weeds>) and County listed noxious weeds (<http://www.nd.gov/ndda/files/resource/12-1-15CityCountyNoxiousWeedsList.pdf>); primarily Saltcedar (*Tamarix aphylla*, *Tamarix chinensis*, *Tamarix gallica*, *Tamarix parviflora*, *Tamarix ramosissima*), Canada Thistle (*Cirsium arvense*), Leafy Spurge (*Euphorbia esula*), Absinth Wormwood (*Artemisia absinthium* L.), Russian Knapweed, (*Centaurea repens*), Halogeton (*Halogeton glomeratus*), and other identified weeds on federal lands administered by the USACE Garrison Project. Some of the areas may require spot treatment of weeds, while others may require solid coverage.

#### 1.4. Scope:

Control of noxious weeds for the U.S. Army Corps of Engineers (USACE) at Garrison Project in Riverdale, ND. Work consists of survey and herbicide applications to control infestations of noxious weeds; primarily noxious weeds such as Saltcedar or tamarisk (*Tamarix ramosissima*, *Tamarix chinensis*, *Tamarix parviflora*), Canada Thistle (*Cirsium arvense*), Leafy Spurge (*Euphorbia esula*), Absinth Wormwood (*Artemisia absinthium* L.) Russian Knapweed, (*Centaurea repens*), Halogeton (*Halogeton glomeratus*) and other identified noxious weeds and invasive species.

The Contractor will furnish all labor, equipment, materials, and supervision necessary to provide complete herbicide application services for control of weeds in accordance with the specifications of the Performance Work Statement. The areas selected for noxious weed treatments are located on federal property managed by the U.S. Army Corps of Engineers (USACE) Garrison Project Riverdale, ND. The areas can be located at the Pipestem and Bowman-Haley projects depending on the need for the year. The Corps will provide the contractor with maps of areas to treat in this specification of work.

The contractor must comply with all safety standards on the equipment they utilize for the contract, as well as comply with all state and federal laws pertaining to herbicides used during the contract and the application of such on land and near water.

We are requesting 100% vegetation kill on the Garrison Dam rip rap, Pipestem Dam rip rap, Bowman-Haley Dam rip rap and the Williston levee rip rap. Pre-emergent chemical is being asked to be added to the post-emergent chemical sprayed on the rip rap for longer residual effect.

All grasses including those on the dam embankments and in the wildlife areas are to be ONLY treated with broadleaf selective herbicides. When within a wildlife area, only weed infestations are to be sprayed, if noxious weeds are not present then the area need not be treated with herbicide. All weed infestations and areas sprayed should be logged via a GPS unit and submitted to the Corps with the invoices before the invoices are processed.

All changes to this specification will be presented to the contractor via the COR; no other external suggestions should be heeded by the contractor and the contractor must only perform what has been communicated to them by the COR. All work shall be completed in accordance with this PWS. There shall be no changes to these specifications unless approved by the contracting officer.

1.5 Period of Performance: Based period of performance will be from time of award plus 3 years (36 months). Option period will be for 2 years (24 months) after the base period.

1.6 Availability: Normal USACE Garrison Project duty hours are Monday through Friday 7:30 a.m. – 4:00 p.m. Garrison Project non-duty hours include weeknights, weekends, and government holidays.

1.7 POC: Contractor shall contact Andrew Lillejord at (701) 654-7758 or (701) 936-5640 prior to commencement of this work.

#### 1.7. General Information

1.7.1. Quality Control: The contractor shall develop a Quality Control Plan (QCP), for approval of the CO/COR, designated to demonstrate how the contractor will meet the needs of the project. The Quality Control Plan shall contain a list of pesticides and supplies to be used in performing the contract duties. The plan shall identify the Contractor-furnished equipment and state how the work will be accomplished. Changes in the approved plan shall be submitted for approval prior to implementing the change. The Plan shall document how the Contractor will

identify and correct performance shortfalls. Complete records of all inspections performed by the Contractor must be maintained and made available to the Government throughout the term of the contract.

1.7.2. Quality Assurance: The COR will periodically evaluate the contractor's performance under this contract using quality assurance procedures developed by the Government in accordance with the Performance Requirements Summary of this PWS. Typical procedures might include periodic sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractors' quality control system.

1.7.2.1 The Government has the right to inspect and test all services called for by the contract to the extent practicable for customary commercial services, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that shall not unduly delay the work.

1.7.2.2 The COR shall inform the contractor when discrepancies occur and shall request corrective action. The COR shall make a notation of the discrepancy with the date, time and discrepancy that was noted, and request the authorized contractor representative to initial the entry and provide the appropriate corrective action.

1.7.2.3 Government Remedies: The Contracting Officer or the COR shall follow FAR 52.212-4, Contract Terms and Conditions – Commercial Items, for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

1.7.3. Recognized Holidays: The contractor is not allowed to perform services on holidays without prior authorization from the COR.

Memorial Day

Independence Day

Labor Day

Columbus Day

1.7.4. Hours of Operation: The contractor is responsible for conducting business, sunrise to sunset CST, Monday through Sunday, except federal holidays or when the government facility is closed due to local or national emergencies, administrative closings, or similar government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.7.5. Place of Performance: U.S. Army Corps of Engineers, Garrison Project Office, 201 First Street Riverdale, ND 58565

1.7.6. Security Requirements. All Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

1.7.6.1. Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities (access/security gates) shall be secured (when applicable).

1.7.6.2. Key Control: The contractor shall establish and implement methods of making sure all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the quality control plan. Such procedures shall include turn-in of any issued keys by personnel



who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

1.7.6.2.1. In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the government and the total cost deducted from the monthly payment due the contractor.

1.7.6.2.2. The contractor shall prohibit the use of government issued keys by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.7.7. Special Qualifications: The contractor is responsible for ensuring 1) all personnel are a minimum of eighteen (18) years of age, 2) all personnel involved with the application of chemicals possess and maintain a valid State of North Dakota commercial applicator license with the appropriate pesticide certification classification(s) during the period(s) of performance of this contract, 3) all personnel involved with the operation of vehicles on public roadways possess and maintain a valid United States issued operator license during the period(s) of performance of this contract, 4) all vehicles and equipment operated on public roadways are legally registered, licensed, and insured to do so and meet all State and local laws, 5) all vessels operated on public waters are legally registered, licensed, and insured to do so and meet all State and local laws, and 6) all personnel are trained and have working knowledge of the specific vehicles/equipment they will operate and tasks they are directed to perform.

1.7.7.1 The contractor conducting the work must 1) have completed a successful weed treatment project within the past 5 years that involved the application of herbicides to control non-native weed species with specific demonstrative experience on achieving limited environmental impact, 2) demonstrate experience with effective control of non-native invasive species in riparian areas that involve endangered species.

1.7.8. Coordination with the Project Office: Day to day contact with Government personnel, and telephone communication shall normally provide adequate information exchange. The Government reserves the right to schedule meetings at the Project Office as necessary to insure strict compliance with the terms and conditions of the contract. Such meetings shall be scheduled, to the extent possible, at mutually convenient times, at no additional cost. However, upon notice, the contractor shall attend meetings regarding matters affecting this contract

1.7.9. Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including government drawings, designs, specifications; monitor contractor's performance and notifies both the Contracting Officer and contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

The COR may utilize personnel to assist in the monitoring of this contract; however, the personnel will not have any of the authority listed above, but will be used as informational oversight.

1.7.10. Key Personnel: The following personnel are considered key personnel by the government: contractor, contract manager (if applicable), and alternate contract manager (if applicable). The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the COR. The contract manager and alternate contract manager shall have full authority to act for the contractor on all contract

matters relating to daily operation of this contract. The contractor, contract manager, and alternate contract manager shall be available between 7:30 a.m. to 4:00 p.m. CST, Monday through Friday, except Federal holidays or when the government facility is closed for administrative reasons.

1.7.10.1. Qualifications for all key personnel are: 1) full knowledge of the PWS, 2) working knowledge of GPS, 3) working knowledge of a computer, and 4) working knowledge of Microsoft spreadsheet software (if applicable).

1.7.11. Identification of Contractor Employees. All contract personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contract personnel are not required to obtain and wear name badges. All contract personnel performing contract work requiring them to drive off-road will be issued an ORV permit by the COR at the post award conference.

1.7.12. Contractor Travel: The contractor will be required to travel to and from their place of business/residence to the federal land administered by the USACE Garrison Project to complete the requirements of this PWS.

1.7.13. Delivery Tickets. All supplies/services under this contract shall be accompanied by service/delivery tickets or sales slips which shall contain the following information:

- a. Date of order
- b. Contract number and order number
- c. For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee.
- d. Delivery or performance schedule
- e. Place of delivery or performance (including consignee).
- f. Any packaging, packing, and shipping instructions.
- g. Accounting and appropriation data.
- h. Method of payment and payment office, if not specified in the contract

## **2.0 DEFINITIONS AND ACRONYMS:**

### **2.1. DEFINITIONS:**

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and/or terminate contracts and agreements, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. POINT OF CONTACT (POC). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.8. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.9. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.10. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.11. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.12. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.13. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14. WORK WEEK. Monday through Sunday.

## 2.2. ACRONYMS:

ANS	Aquatic Nuisance Species
ATV	All-Terrain Vehicle
CFR	Code of Federal Regulations
COR	Contracting Officer Representative
CST	Central Standard Time
EFT	Electronic Funds Transfer
EM	Engineer Manual
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
GPS	Global Positioning System
GPX	GPS Exchange Format
ORV	Off-Road Vehicle
PAR	Pesticide Application Record
POC	Point of Contact
QA	Quality Assurance
QC	Quality Control
T&E	Threatened and Endangered Species
TE	Technical Exhibit
USACE	United States Army Corps of Engineers
UTV	Utility Terrain Vehicle

## 3.0 GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The government shall furnish task orders and quality assurance (QA).

3.2. Facilities: The government will not furnish any facilities to the contractor

3.3. Utilities: The government will not furnish any utilities to the contractor

3.4. Equipment: The government will not furnish any equipment to the contractor

3.5. Materials: The government will provide 1) CFR, Title 36 Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects pamphlet, 2) USACE Manual EM 385-1-1 entitled "Safety and Health Requirements Manual", date 01 March 2015 (electronic version), 3) ORV permit(s), 4) additional paper copies of the PAR form or an electronic version of the PAR form (upon request), 5) area of avoidance lists (due to human activity or T&E species), 6) photo-copies of the original PAR forms submitted with invoices (upon request), 7) local emergency telephone numbers, 8) enlarged vicinity maps/aerial photographs (upon request), and 9) access gate keys. Additionally, the government will process and obtain a NPDES permit, if applicable, upon request from the contractor.

#### **4.0 CONTRACTOR FURNISHED ITEMS AND SERVICES:**

4.1. General: The contractor shall furnish all services, facilities, utilities, equipment, and materials required to perform work under this contract that are not listed under Part 3 of this PWS.

4.2. Utilities: The contractor shall furnish his own municipal water source for tank mixing purposes.

4.3. Materials: The contractor shall furnish all necessary materials, such as but not limited to, chemicals, insurance, permits, licenses, work plan, accident prevention plan, quality control, record keeping, completed PAR forms, invoices, electronic GPS database, etc. to complete the requirements of this PWS.

4.4. Equipment: The contractor shall furnish all necessary equipment, such as but not limited to, vehicles, vessels, equipment, GPS, IT equipment with applicable software (e.g. Microsoft Excel), tools, required safety equipment, etc. to complete the requirements of this PWS.

#### **5.0 SPECIFIC TASKS:**

**5.1. Basic Services:** The contractor shall provide services for chemical application. The contractor shall perform chemical application services on federal land administered by the USACE Garrison Project. Services throughout the period of performance include 1) proactively surveying designated areas for noxious weeds during appropriate growing season(s), 2) inventorying noxious weeds by collecting GPS data (coordinates, weed species, and acres of infestation), 3) controlling noxious weeds via appropriate chemical application, 4) documenting application activities by collecting GPS datasets, completing PAR forms, and compiling data within a comprehensive database 5) detailing the degree of noxious weed infestations via preparation and submittal of comprehensive electronic database, 6) preparation and submittal of invoices for payment of services, 7) providing a hard copy/aerial photo of the noxious weed infestation and area treated. All work shall be completed in accordance with this PWS.

##### **5.2. Specific Services**

5.2.1. Noxious Weed Survey: As directed by the COR, the contractor shall be required to proactively survey the federal lands administered by USACE Garrison Project with the use of a helicopter from sunrise to sunset CST, Monday through Sunday, except federal holidays.

5.2.2. Noxious Weed Inventory: In accordance with this PWS, the contractor shall be required to inventory all noxious weed locations via collection of GPS data. Acceptable data collection includes noxious weed coordinates, noxious weed species, and acres of infestation.

5.2.3. Vegetation Control: In accordance with this PWS, the contractor shall be required to aerial spray vegetation within the boundaries of the Garrison project, Pipestem and Bowman-Haley project boundaries.

5.2.4. Noxious Weed Control: In accordance with this PWS, the contractor shall be required to control designated State of North Dakota noxious weeds via application of the appropriate chemical(s) for the weed species, growth stage, and location observed from sunrise to sunset CST, Monday through Sunday, except federal holidays.

5.2.5. Chemical Application Documentation: In accordance with this PWS, the contractor shall be required to document each application activity by collecting GPS datasets at the time work is being executed and completing corresponding PARs on the date of application. The contractor shall provide, in a usable format (e.g Excel), electronic copies of weed data that includes the scientific names of the taxa sprayed or observed, as well as when and where (GPS coordinates, PAR ID) they were collected. The datasets will be delivered in the GPS Exchange Format (GPX) or in a file format that is compatible with ESRI ArcGIS and/or Google Earth.

**5.3. Responsibilities:** The contractor shall be responsible for complying with the following requirements when completing this PWS:

5.3.1. Equipment: Chemical application shall be accomplished via the use of helicopter aerial spraying only.

5.3.1.1. Previously Used Equipment: The contractor shall clean all previously used equipment prior to bringing it onto USACE lands. The contractor shall ensure that the equipment is free of soil residues, plant pests (insects, regardless of lifecycle stage), noxious weeds, and plant seeds. The contractor shall consult with local (North Dakota) USDA jurisdictional office for additional information and proper cleaning requirements/processes.

5.3.2. Rules and Regulations: The contractor shall abide by all USACE regulations as listed in the CFR, Title 36. Exceptions to these regulations may be made at the discretion of the COR. Off-road travel is restricted to the actual treatment area. An ORV permit shall be carried by the contractor and his personnel when completing the requirements of this PWS. At the discretion of the COR, additional ORV permits are available upon request. All ORV permits issued to the contractor shall be turned in to the COR upon completion of each spraying season (31 October).

5.3.3. Laws: The contractor and his personnel shall abide by all applicable federal, state, and local laws pertaining to the purchase, transportation, storage, mix area, use, rinse are, equipment decontamination, and disposal of general and restricted use chemicals and chemical refuse/waste. Mixing of chemicals and refueling of equipment is not allowed on USACE property.

5.3.4. Licenses, Permits, and Insurance: The contractor shall, without additional expense to the government, be responsible for obtaining all necessary licenses, permits, insurance, and for complying with all current federal, state, and local laws, codes, ordinances, statutes, and regulations applicable with the completion of this contract. All personnel involved with the application of chemicals must possess and maintain a valid State of North Dakota commercial applicator license, and show proof of such, before work activities can begin. The commercial applicator license shall be valid for the duration of the period(s) of performance. The contractor shall hold general liability insurance in the amounts specified in the clauses section of this contract, and show proof of such, before work activities can start. The insurance policy shall be valid for the duration of the period(s) of performance and shall carry riders which cover drift, overspray and spills.

5.3.5. Pre-Work Meetings: The contractor, upon receiving the task order, shall contact the COR within five (5) business days after notice of award to set a date and time to conduct the pre-work meeting. . At this meeting the contractor shall submit: 1) a work plan, to include equipment and personnel requirements; 2) an accident prevention plan; 3) a quality control plan; 4) pesticide applicator license(s); 5) a certificate of insurance; 6) a written designation of a contract manager (if applicable) and alternate contract manager (if applicable), and 7) contact information (phone number(s), fax number(s), email address). The contractor, contract manager, and alternate contract manger shall be required to attend this meeting. The work, accident prevention, and quality control plans shall be revised as needed to produce mutually acceptable plans for performance of the work required. Once approved, the plans shall not be changed without the approval of the COR. The non-consumable government

furnished materials will be delivered to the contractor at this meeting. Each successive years' pre-work meeting will be conducted prior to the beginning of each spraying season (1 April) during the period of performance. The contractor shall contact the COR by the third (3rd) week of March to set a date and time to conduct each successive years' pre-work meeting.

5.3.6. Spraying Activities: The contractor shall not start spraying until issuance of a task order. It shall be the contractor's responsibility to start and provide a continuous spraying operation from day to day, weather permitting, throughout the period of performance. Because of the possible close proximity of the areas to considerable human activity, the contractor is to avoid contact with the public, work force, and livestock with either spray or drift. If the contractor is unable to spray in an area due to human/livestock activity, he shall be required to return at a later time to complete the application. Weekend applications may be required to complete spraying activities in specific areas and shall be coordinated with the COR. Holiday applications will not be allowed without prior authorization from the COR. If adverse weather conditions prevent the completion of the call order within the allotted time frame, the contractor will be required to submit, in writing to the COR, a request for an agreement time extension, which must document the cause(s) for the call order not being completed on time. Lack of personnel, equipment, or other work priorities will not be acceptable reasons for allowing an agreement time extension. Approval of any agreement extension shall be at the determination of the COR.

5.3.7. Aquatic Sensitive Areas: Those areas designated as aquatic sensitive areas or are an aquatic area by nature will only be treated with chemicals labeled for aquatic use. The contractor shall be responsible for complying with the State of North Dakota NPDES requirements for all qualifying aquatic sensitive areas to be treated (<http://ndhealth.gov/WQ/WasteWater/Pesticide/Pesticide.htm>). However, the government will process and obtain a NPDES permit, if applicable, upon request from the contractor.

5.3.8. Equipment and Employee Safety:

5.3.8.1. The contractor shall be responsible for the safety of his employee(s), and for any injury or damage done by said personnel, and shall protect the government from any claims. All personnel are required to wear the manufacturer's recommended personal protective equipment during all work activities conducted in completion of this PWS. The contractor's equipment shall meet or exceed all current federal, state, and local safety requirements. The contractor and his employee(s) shall be required to use the personal protective devices recommended by the manufacturer during all work activities conducted in completion of this PWS. The contractor is responsible for complying with all applicable safety requirements and practices set forth in the USACE Manual EM 385-1-1 entitled "Safety and Health Requirements Manual", dated 01 March 2015 and available on-line at [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1\\_2008.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_2008.pdf).

5.3.8.2. The contractor shall provide the minimum on-site safety equipment/requirements as follows:

- a) The contractor will provide at least one nonfreezing-type A-B-C fire extinguisher in each vehicle, vessel, and piece of motorized equipment (ATV, UTV, etc). Placement of said extinguisher will be in a location readily accessible to personnel.
- b) The contractor will provide and maintain a first aid kit commensurate with the size of the project and with items necessary for first-aid treatment of all injuries.
- c) The contractor shall advise personnel of the location of first-aid kits and fire extinguishers.
- d) The contractor shall post telephone numbers of the nearest hospital or ambulance service and fire station in a conspicuous location.
- e) The contractor shall advise all personnel of locations and telephone numbers listed above (In item d).

5.3.8.3. In accordance with EM 385-1-1, the contractor shall submit at the post award conference/meeting an accident prevention plan to be followed by all contractor personnel during performance of the work. The plan shall be developed only after a careful analysis of the work involved and shall be tailored specifically to the conditions of this contract and shall address the following items:

- a) Responsible Individuals

- b) Indoctrination of New Employees
- c) "Tool Box" Safety Meetings
- d) Fire Prevention and Protection
- e) Housekeeping
- f) Mechanical Equipment Inspection
- g) First Aid and Medical Facilities
- h) Sanitation
- i) Personal Protective Equipment/Devices
- j) Accident Reporting
- k) Spill Prevention, Cleanup, and Restoration

5.3.8.4. The contractor's equipment shall not be stored on government property administered by the USACE Garrison Project without prior approval from the COR. At the close of each work period, all chemicals, chemical mix, chemical refuse/waste, and equipment shall be removed from government lands. It is the contractor's responsibility to secure his personal property during working and non-working hours. The government will not be held liable for damaged, lost, stolen, or vandalized property.

5.3.09. Type and Rates of Chemicals to be Applied: Only those EPA registered chemicals approved for use in the State of North Dakota and listed on the bid sheet (see Attachment 3) shall be applied. The appropriate chemical(s) shall be mixed and applied at rates consistent with their respective labels and manufacturer recommendations for the specific growth stage of the targeted species at the location(s) observed. Application rates shall be such that the targeted weeds are killed and not simply burnt. The potential exists that not all of the chemicals listed on the bid sheet will be utilized during the period(s) of performance. For chemicals not listed on the bid sheet, the prices may be negotiated until acceptable by both the bidder and the KO, prior to application of the chemical(s).

5.3.10. Weather Conditions: Manufacturer's label directions and warnings relative to temperature, wind, or other weather conditions shall be strictly adhered to. Spraying application shall not be performed when wind speed is above 15 mph or gusting. Care shall be exercised at all times by the contractor when applying chemical in those areas that the public uses for recreational purposes. Care shall also be exercised at all times by the contractor to protect desirable (non-targeted) species from damage by the required chemical application.

5.3.11. Record Keeping and Documentation: All chemical application activities shall have PARs completed and GPS datasets collected in accordance with the requirements of this PWS. For all qualifying aquatic sensitive area chemical application activities, the required NPDES documentation (permits, reports, and records) shall be completed in accordance with the requirements of this PWS. However, this task will fall to the COR should the government accept a request from the contractor to complete the NPDES permit process.

5.3.11.1. The contractor shall be required to completely fill out an accurate government PAR (see Attachment 4) for each area treated on the day of application. Incomplete PARs will be rejected by the COR. The PARs must accompany each month's invoice before the invoice will be accepted for payment.

5.3.11.2. The contractor shall be required to collect a GPS dataset capturing the geographic extents and operating times for each application activity conducted in the field. Each dataset shall be collected using a GPS receiver, recreation grade or better, at the time the work is being executed. At a minimum, each dataset must record the date, application start time, application end time, and the path, or track, taken ensuring that it contains an adequate amount of points along the recorded path logging the time and location of each point. The datasets will be delivered in the GPS Exchange Format (GPX) or in a file format that is compatible with ESRI ArcGIS and/or Google Earth. All data collected by the contractor shall be done in accordance with industry standards and best practices suited for the given geospatial task with procedures and methodologies notated in the metadata where applicable. The datasets must accompany each month's invoice before the invoice will be accepted for payment. GPS datasets are required to be submitted by the contractor to the COR for the following qualifying occurrences:

- a) Sample GPS datasets from each individual GPS unit proposed to be used shall be submitted at each annual pre-work meeting. Sample datasets will be reviewed and accepted by the COR prior to the utilization of the GPS unit in the field by the contractor

- b) Sample GPS datasets from each additional (new, repaired, replacement, etc.) individual GPS units proposed to be used shall be submitted to the COR. Sample datasets will be reviewed and accepted by the COR prior to utilization of the GPS unit in the field by the Contractor.
- c) Datasets from each individual GPS unit utilized by the contractor in the field shall be submitted on a monthly basis.
- d) Individual GPS units whose sample datasets are deemed non-compliant/non-compatible by the COR to the requirements of this PWS are not authorized to be used by the contractor for the fulfillment of this requirement (5.3.12.2.).
- e) When utilizing multiple GPS units, it is the contractor's responsibility to keep the datasets and corresponding PARs organized and separate from each other to avoid data mixing. The contractor shall submit each individual GPS unit's datasets with the corresponding PARs as separate submittals for each month. Datasets and PARs submitted in a disorganized and unaffiliated manner will be rejected by the COR.

5.3.11.3. The contractor shall be required to comply with the reporting and recordkeeping requirements of the appropriate NPDES permit valid for the year in which the chemical application activities occurred. The contractor shall be required to submit copies of all required NPDES documentation (permits, reports, records) to the COR at the end of each spraying season (31 Oct). The required NPDES documentation must accompany the final month's invoice before the invoice will be accepted for payment.

5.3.11.4. The contractor shall be required to submit a comprehensive electronic database in a usable format (e.g. Excel) with the final invoice for payment. The database will include all spray activities conducted during the calendar year. The weed database will include the scientific names of the taxa sprayed or observed, total acres surveyed, total acres sprayed for each weed species, chemicals used, as well as when and where (GPS coordinates) the work was conducted. This database shall be submitted in a usable format with the final invoice for payment.

- a) A sample electronic database shall be submitted at each annual pre-work meeting. The sample database will be reviewed and accepted by the COR prior to submittal of final comprehensive database.
- b) Databases that are deemed unusable or insufficient by the COR to the requirements of this PWS are not authorized to be used by the contractor for the fulfillment of this requirement (4.6.12.4.)

5.3.12. Special Requirement. No fill or mixing area will be provided by the government. The contractor shall be responsible for meeting federal, state, and local mixing requirements.

5.3.13. Threatened and Endangered Species. The potential exists for T&E species to utilize government lands administered by the USACE Garrison Project during the period of performance. The COR will notify the contractor of areas to avoid, if any, during the contract period. **No work shall be conducted in areas identified as occupied habitat for federally listed threatened and endangered species during April 15<sup>th</sup> through September 1<sup>st</sup>.** It shall be the contractor's responsibility to completely avoid these areas during the completion of the contract. Additional detailed instructions will be discussed with the contractor at the pre-work meeting

5.3.14. Pre-Inspection of Work Sites. It is the prospective contractor's responsibility to inspect the sites where services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract. Enlarged maps and aerial photographs are available for review at the USACE Garrison Project Office in Riverdale, North Dakota. The prospective bidder shall base his bid on his personal site visit/field assessments, rather than from any maps, aerial photos, or estimates that may be furnished by the government as background/orientation information. In no event will a failure to inspect the sites constitute grounds for withdrawal of a bid after opening, or a claim after award of the contract. Site visits should be coordinated with the COR.



5.3.15. Private Property Access and Damages. The contractor shall be responsible for coordinating and obtaining landowner permission to cross private property to access work sites (if necessary). The contractor shall be responsible for all damages to person and property (both private and government) that occurs as a result of contractor fault or negligence.

5.3.16. Sub-Contracting. See FAR 52.219-14 – Limitations on Subcontracting.

5.3.17. Notification of Chemical Spills, Damage, Vandalism, or Injury. The contractor shall notify the COR immediately (on the day of occurrence/observance) of any chemical spillage, damage or vandalism to or on government property, and injury to any person resulting from the contractor's operations. In the event of a spill (land-based and water-based), the contractor shall be responsible for the cleanup of any spillage on or off government property and shall comply with the State of North Dakota Department of Agriculture reporting requirements (<http://www.nd.gov/ndda/laws-rules>) and (<http://www.ag.ndsu.nodak.edu/aginfo/pesticide/laws.htm>). In the event of a chemical spill, the contractor shall adhere to the three C's (Control, Contain, and Clean up) to the best of his ability and within his level of safety:

- a) Control the Spill Situation (stop or prevent any further chemical spillage)
- b) Contain the Spill (if possible)
- c) Clean Up (follow correct procedures for size of spill, location of spill, and chemical type).

If any spillage occurs, the contractor, shall remove the spilled material(s) and restore the area to the original condition prior to being contaminated. If necessary, and upon coordination with the COR and at the expense of the contractor, the contaminated soil shall be excavated and disposed of in accordance with all applicable federal and state laws; backfilled with suitable fill material (non-government property source) that is compacted and finished with topsoil; and planted with the same grass species as within the immediate vicinity of the spill at the proper industry seeding rate required to reestablish vegetation.

5.3.19. Pricing. Will be in with accordance with the approved pricing in the IDIQ. If applicable, travel costs will be submitted with each task order and evaluated for price fair and reasonable.

5.3.20. Payment. Payment shall be made as one (1) lump-sum payment upon completion of the contract and submittal of a complete invoice as well as GPS data collected during the contract.

## **6.0 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):**

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

6.2. Code of Federal Regulations, Title 36 Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects.

6.3. USACE Manual EM 385-1-1 entitled "Safety and Health Requirements Manual", dated 01 March 2015 and available on-line at [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf).

## **7.0 ATTACHMENT/TECHNICAL EXHIBIT LIST:**

### TECHNICAL EXHIBIT 1 PERFORMANCE REQUIREMENTS SUMMARY

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Performance Standard	Performance Threshold	Method of Surveillance
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<b>PRS # 1.</b> <u>Noxious Weed Survey</u> : Per PWS Section 5.2	The contractor shall be required to proactively survey approximately federal lands in accordance with Section 5.2, Part 5.2.1.	Zero Deviation From Standard.	Periodic Surveillance and 100% inspection of GPS dataset submittals
<b>PRS # 2</b> <u>Noxious Weed Inventory</u> : Per PWS Section 5.2	The contractor shall be required to inventory all noxious weed locations via collection of GPS data in accordance with Section 5.2, Part 5.2.2.	Zero Deviation From Standard.	Periodic Surveillance and 100% inspection of GPS dataset submittals
<b>PRS #3</b> <u>Vegetation Control</u> : Per PWS Section 5.2	The contractor shall be required to aerial spray vegetation on the Garrison Dam, Lake Audubon embankment, and Williston Levee in accordance with Section 5.2, Part 5.2.3.	Zero Deviation From Standard.	Periodic Surveillance and 100% inspection of GPS dataset submittals
<b>PRS # 4</b> <u>Noxious Weed Control</u> : Per PWS Section 5.2	The contractor shall be required to control all noxious weeds via application of the appropriate chemical for the weed species, growth stage, and locale in accordance with Section 5.2, Part 5.2.4.	Zero Deviation From Standard.	Periodic Surveillance and 100% inspection of GPS dataset submittals
<b>PRS # 5</b> <u>Chemical Application Documentation</u> : Per PWS Section 5.2	The contractor shall be required to document chemical applications via collection of GPS datasets and submittal of corresponding PAR's in accordance with Section 5.2, Part 5.2.5.	Zero Deviation From Standard.	100% Inspection of PAR submittals and GPS datasets
<b>PRS # 6</b> <u>Comprehensive Database</u> : Per PWS Section 5.3	The contractor shall provide electronic copies of weed data in accordance with Section 5.3, Part 5.3.12.4	Zero Deviation From Standard.	100% Inspection

TECHNICAL EXHIBIT 2  
SUBMITTAL SCHEDULE

<u>Submittal</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Sample Electronic Database	As needed, first sample to be submitted within 30 days of pre-work meeting.	1 Copy	Usable format in accordance with Section 5.3, Part 5.3.12.4.	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758
Sample GPS Datasets	Each pre-work meeting & per each qualifying occurrence	1 per each GPS unit per qualifying occurrence	In accordance with Section 5.3, Part 5.3.12.2.	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758
GPS Datasets	Daily for each application/survey area & submitted monthly with each invoice	1 per month (per GPS unit), up to 7 per calendar year	In accordance with Section 5.3, Part 5.3.12.2., Subpart c	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758
Comprehensive Electronic Database	Once, with final invoice	1 Copy	Usable format in accordance with Section 5.3, Part 5.3.12.2., Subpart c	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758
Pesticide Application Records (PAR's)	Daily for each application area & submitted monthly with each invoice.	1 copy of each PAR	Paper (hard copy) or electronic (.PDF)	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758
Aerial photos of area of noxious weed infestation and area treated.	Completed for daily spraying and submitted with every invoice.	1 Copy	Paper (hard copy)	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758
NPDES Documentation (when applicable)	Annually, with final invoice	1 complete copy per calendar year	Paper (hard copy) or electronic (.PDF)	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758
Invoices	Annually	One after the work for the task order has been completed	Paper (hard copy) or electronic (.PDF)	Andrew Lillejord, P. O. Box 527, Riverdale, ND, 58565 or phone 701-654-7758

SITE VISIT INFORMATION

**Site Visit Information:**

If a site visit is necessary, please contact Andrew Lillejord at 701-654-7758 or [Andrew.J.Lillejord@usace.army.mil](mailto:Andrew.J.Lillejord@usace.army.mil)

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.204-7 Alt I	System for Award Management-- Alternate I	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.245-9	Use And Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023

252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

(1) The Offeror represents that 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.

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

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will represent the best value to the Government, price and other factors considered. Offers will be evaluated using the following factors:

In accordance with FAR 13.106-1 the below factors shall be used to evaluate offers. The contract award(s) will be made to the offeror providing the most advantageous value to the Government. The Government reserves the right to award to an offeror providing other than the lowest price offer based on the technical merits of the offeror's proposal.

## 1. Past Performance –

*Submission Requirements.* Offeror should provide three (3) projects substantially complete or completed by the prime contractor within the last five (5) years that are similar to this project in size and scope. Projects considered similar in scope to this project include spraying vegetation with aquatic labeled herbicides via helicopter at sandbars. Projects considered similar in size to this project include spraying of 500 – 2000 acres per year. An IDIQ contract may be submitted only if a single task order could be considered similar to this project. Individual contracts and task orders may be combined if they were awarded in the same year to the same prime contractor to be considered similar. Each project example shall include the following information:

- a. Requirement name and location;
- b. Agency/Firm for whom the work was performed (Government or Commercial);
- c. Contact Person at the Site, telephone number, and email;
- d. Month/year the work began and ended
- e. Explain how the work is relevant to this requirement

In addition to the above information required to be submitted with the proposal, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS), and any other known sources not provided by the offeror.

*Evaluation.* The Government will evaluate whether the projects submitted are of the same size and scope, as described above in the submission requirements.

Projects may be given more consideration for the following:

- a. Projects completed for a Federal Government Agency
- b. Projects that were complete in similar geographical locations as this requirement (ND, SD, & NE)
- c. Projects that exceed 2000 acres
- d. Projects that include all of the items (a) – (c) above

Projects may be given less consideration for the following:

- a. Projects that do not demonstrate similar size and scope
- b. Projects that do not provide evidence of successful performance

The Government will utilize the following ratings for the evaluation of Past Performance:

**Table 1**

<b>Rating</b>	<b>Description</b>
Outstanding	Project examples submitted involved essentially the same size and scope this solicitation requires and the offeror's past performance record provides the Government with a high expectation of successful performance on the required effort.

Acceptable	Project examples submitted involved similar or some of the same size and scope this solicitation requires and the offeror's past performance record provides the Government with a reasonable expectation of successful performance on the required effort.
Unacceptable	Project examples submitted involved little or none of the scope and magnitude of effort and complexities this solicitation requires OR based on the offeror's past performance record provides the Government with a low or no expectation of successful performance on the required effort.

The offeror will receive a rating of exceptional for past performance that demonstrates successful completion of similar purchases on all references and the additional information retrieved from PPIRS and from the Contracting Officer is favorable. The offeror will receive a rating of satisfactory for past performance that has at least one reference that demonstrates successful completion of similar purchases and the information from PPIRS and the Contracting Officer is favorable. The offeror will receive a rating of unsatisfactory for past performance that does not demonstrate any successfully completed similar purchases on the references and the additional information from PPIRS and the Contracting Officer is not favorable.

## 2. Technical Approach

*Submission Requirements.* The offeror shall provide a technical approach narrative describing the how the contract performance requirements will be accomplished. The narrative shall address the following:

- a. Type of equipment that will be used to perform the services: Helicopter, Drone, etc.
- b. Management and capability to perform the services throughout the geographical locations stated in the PWS;
- c. Summary of personnel and duties in accordance with the PWS;
- d. Execution of Quality Control in accordance with the PWS;
- e. Contingency plan in case of equipment failure or technical difficulty;

*Evaluation.* A technical approach that provides a clear understanding of the work and an ability perform the services successfully, demonstrating sufficient capacity to execute the work, may be considered more favorable. A technical approach that does not demonstrate a clear understanding of the work, does not demonstrate an ability to perform the services successfully, or does not demonstrate appropriate capacity to accomplish the work may receive less consideration.

**Table 2**

Rating	Description
Outstanding	Technical Approach indicates an exceptional approach and understanding of the requirements by adequately addressing all items (a) – (e), and risk of unsuccessful performance is low.
Acceptable	Technical Approach meets requirements and indicates an adequate approach and understanding of the requirements by addressing most of the items (a) – (e), and risk of unsuccessful performance is moderate.
Unacceptable	Technical Approach does not meet requirements of the solicitation by addressing only a few or none of the items (a) – (e), and risk of unsuccessful performance is unacceptable.

## 3. Price – The offer shall be inclusive of all costs to perform the work specified in the PWS.

**Submission Requirements.** Offerors shall complete the Price Sheet. A price per Acre must be entered for each location for Years 1 – 5, to be considered for award. Failure to include a price for any item will result in an unacceptable proposal.

**Evaluation Criteria.** The Government will evaluate the total price by taking each CLIN into consideration as well as past performances for a best value evaluation. Add all applicable costs associated with completing the weed control services per site including herbicide, labor, travel, etc.

**Options.** The Government will evaluate offers for award purposes by adding the total price for six (6) month option period (52.217-8) to the total price as stated above. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the option(s) shall not obligate the Government to exercise the option(s).

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

**Note:** The areas of weed control for each CLIN below differ in overall composition. Pipestem (Jamestown) will be nearly 100% spraying rip rap at the dam structure which totals a couple dozen acres in size. Bowman-Haley will be 100% spraying rip rap at the dam structure which totals less than 10 acres in size. Garrison project vegetation control will be roughly 10% rip rap/ dam structures totaling roughly 55 acres and 90% rolling grassland totaling 200-500 acres per year on average.

**All direct and indirect costs associated with each CLIN must be included in the proposed cost per acre.**

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).



(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

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

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

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

- \_\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- X (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- \_\_\_\_ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- \_\_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- \_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

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

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

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

X (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

X (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I [Reserved].

\_\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 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).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

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

law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 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).

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

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 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)

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (MAR 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 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).

(iii) 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).

(iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

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

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

(viii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.233-1, Disputes (MAY 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (MAR 2023).

(viii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S.



Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) (A) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition--

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$50,000).

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1:

(A) The cost of its components mined, produced, or manufactured in the United States exceeds       percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).]

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

(End of clause)

#### 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 May 2023 through 31 March 2028.

(If Option to Extend Services CLIN 2001 is exercised, will be extended from 1 April 2028 through 30 September 2028 – See Clause 52.217-8)

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$250,000.00**;

(2) Any order for a combination of items in excess of **\$250,000.00**; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **24 hours** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 March 2028**.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months**.

(End of clause)

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

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

**[www.acquisition.gov](http://www.acquisition.gov)**

(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):

<https://www.acquisition.gov/>

(End of clause)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

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

(b) The use in this solicitation of any [FAR](#) (48 CFR Chapter [2](#)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

(b) The use in this solicitation or contract of any [DFARS](#) (48 CFR [2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

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(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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(Contracting Officer: Insert applicable information or “Not applicable.”)



(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

### **Antiterrorism (AT)/Operations Security (OPSEC) Provisions**

**13. Escorting in classified and/or sensitive areas:** In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or restricted areas.

**15. Contracts requiring armed security guards:** All contract personnel performing contract security guard duties shall comply with the Individual Reliability Program in accordance with AR 190-56 (The Army Civilian Police and Security Guard Program), as well as applicable installation, facility and area commander installation/facility policies and procedures regarding storing weapons and ammunition in accordance with AR 190-11 (Physical Security of Arms Ammunition, and Explosives).

OMBUDSMAN (14 July 2021)

Task and Delivery Order Ombudsman. IAW FAR 16.505(B)(6) referring to FAR Part 16 "Ordering". The head of the agency has designated a task-order contract and delivery-order contract ombudsman. The ombudsman must review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman is a senior agency official who is independent of the contracting officer and may be the agency's competition advocate.

Richard L. Jenkins  
TO/DO Ombudsman  
7701 Telegraph Road  
Alexandria, VA 22315-1000  
PH: (202) 761-1000

(End of clause)

UAI 5115.504 AWARD TO SUCCESSFUL OFFEROR

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk.

SCA WD 2015-5381 REV19 27DEC22

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5381
Director		Revision No.: 19
Division of Wage Determinations		Date Of Last Revision: 12/27/2022

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:   	Executive Order 14026 generally applies to  the contract.  The contractor must pay all covered workers  at least \$16.20 per hour (or the applicable  wage rate listed on this wage determination,  if it is higher) for all hours spent  performing on the contract in 2023. 
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:   	Executive Order 13658 generally applies to  the contract.  The contractor must pay all covered workers  at least \$12.15 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 2023. 

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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: North Dakota

Area: North Dakota Counties of Adams, Billings, Bowman, Divide, Dunn, Golden Valley, Hettinger, McKenzie, Slope, Stark, Williams

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.50***
01012 - Accounting Clerk II		17.39
01013 - Accounting Clerk III		19.46
01020 - Administrative Assistant		27.93
01035 - Court Reporter		20.38
01041 - Customer Service Representative I		16.53
01042 - Customer Service Representative II		18.16
01043 - Customer Service Representative III		20.26
01051 - Data Entry Operator I		16.15***

01052 - Data Entry Operator II	17.62
01060 - Dispatcher, Motor Vehicle	29.87
01070 - Document Preparation Clerk	14.87***
01090 - Duplicating Machine Operator	14.87***
01111 - General Clerk I	18.37
01112 - General Clerk II	20.04
01113 - General Clerk III	22.49
01120 - Housing Referral Assistant	22.71
01141 - Messenger Courier	13.22***
01191 - Order Clerk I	14.87***
01192 - Order Clerk II	16.22
01261 - Personnel Assistant (Employment) I	18.21
01262 - Personnel Assistant (Employment) II	20.38
01263 - Personnel Assistant (Employment) III	22.83
01270 - Production Control Clerk	28.56
01290 - Rental Clerk	17.84
01300 - Scheduler, Maintenance	18.21
01311 - Secretary I	18.21
01312 - Secretary II	20.38
01313 - Secretary III	22.71
01320 - Service Order Dispatcher	26.71
01410 - Supply Technician	27.93
01420 - Survey Worker	20.38
01460 - Switchboard Operator/Receptionist	14.65***
01531 - Travel Clerk I	13.49***
01532 - Travel Clerk II	14.35***
01533 - Travel Clerk III	15.22***
01611 - Word Processor I	16.22
01612 - Word Processor II	18.21
01613 - Word Processor III	20.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.54
05010 - Automotive Electrician	21.71
05040 - Automotive Glass Installer	20.21
05070 - Automotive Worker	20.21
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	20.21
05190 - Motor Vehicle Mechanic	22.98
05220 - Motor Vehicle Mechanic Helper	16.16***
05250 - Motor Vehicle Upholstery Worker	18.75
05280 - Motor Vehicle Wrecker	20.21
05310 - Painter, Automotive	21.71
05340 - Radiator Repair Specialist	20.21
05370 - Tire Repairer	18.21
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.29
07041 - Cook I	17.57
07042 - Cook II	20.54
07070 - Dishwasher	12.57***
07130 - Food Service Worker	13.75***
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	10.60***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.95
09040 - Furniture Handler	13.53***
09080 - Furniture Refinisher	22.95
09090 - Furniture Refinisher Helper	16.68
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	22.95
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	14.42***
11060 - Elevator Operator	17.60
11090 - Gardener	24.92
11122 - Housekeeping Aide	17.60
11150 - Janitor	17.60
11210 - Laborer, Grounds Maintenance	18.30
11240 - Maid or Houseman	14.29***
11260 - Pruner	16.24
11270 - Tractor Operator	22.74
11330 - Trail Maintenance Worker	18.30
11360 - Window Cleaner	19.83
12000 - Health Occupations	
12010 - Ambulance Driver	16.15***
12011 - Breath Alcohol Technician	21.23
12012 - Certified Occupational Therapist Assistant	29.12
12015 - Certified Physical Therapist Assistant	23.80
12020 - Dental Assistant	22.88
12025 - Dental Hygienist	38.60
12030 - EKG Technician	32.17
12035 - Electroneurodiagnostic Technologist	32.17
12040 - Emergency Medical Technician	16.15***
12071 - Licensed Practical Nurse I	18.98
12072 - Licensed Practical Nurse II	21.23
12073 - Licensed Practical Nurse III	23.66
12100 - Medical Assistant	18.10
12130 - Medical Laboratory Technician	27.75
12160 - Medical Record Clerk	20.83
12190 - Medical Record Technician	23.30
12195 - Medical Transcriptionist	19.46
12210 - Nuclear Medicine Technologist	46.65
12221 - Nursing Assistant I	13.04***
12222 - Nursing Assistant II	14.65***
12223 - Nursing Assistant III	15.99***
12224 - Nursing Assistant IV	17.96
12235 - Optical Dispenser	18.62
12236 - Optical Technician	18.98
12250 - Pharmacy Technician	20.75
12280 - Phlebotomist	18.35
12305 - Radiologic Technologist	29.02
12311 - Registered Nurse I	24.64
12312 - Registered Nurse II	30.14
12313 - Registered Nurse II, Specialist	30.14
12314 - Registered Nurse III	36.46
12315 - Registered Nurse III, Anesthetist	36.46
12316 - Registered Nurse IV	43.71
12317 - Scheduler (Drug and Alcohol Testing)	26.30
12320 - Substance Abuse Treatment Counselor	29.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.89
13041 - Illustrator I	21.04
13042 - Illustrator II	26.07
13043 - Illustrator III	31.89
13047 - Librarian	28.87
13050 - Library Aide/Clerk	16.76
13054 - Library Information Technology Systems Administrator	26.07
13058 - Library Technician	17.75
13061 - Media Specialist I	18.81
13062 - Media Specialist II	21.04
13063 - Media Specialist III	23.46

13071 - Photographer I	18.81
13072 - Photographer II	21.04
13073 - Photographer III	26.07
13074 - Photographer IV	31.89
13075 - Photographer V	38.58
13090 - Technical Order Library Clerk	21.04
13110 - Video Teleconference Technician	18.81
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.10
14042 - Computer Operator II	20.24
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.78
14071 - Computer Programmer I (see 1)	19.62
14072 - Computer Programmer II (see 1)	24.31
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	26.81
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	18.10
14160 - Personal Computer Support Technician	26.59
14170 - System Support Specialist	32.53
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.77
15020 - Aircrew Training Devices Instructor (Rated)	32.40
15030 - Air Crew Training Devices Instructor (Pilot)	38.83
15050 - Computer Based Training Specialist / Instructor	26.77
15060 - Educational Technologist	36.22
15070 - Flight Instructor (Pilot)	38.83
15080 - Graphic Artist	24.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	38.83
15086 - Maintenance Test Pilot, Rotary Wing	38.83
15088 - Non-Maintenance Test/Co-Pilot	38.83
15090 - Technical Instructor	26.42
15095 - Technical Instructor/Course Developer	32.32
15110 - Test Proctor	21.33
15120 - Tutor	21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.18***
16030 - Counter Attendant	10.18***
16040 - Dry Cleaner	11.92***
16070 - Finisher, Flatwork, Machine	10.18***
16090 - Presser, Hand	10.18***
16110 - Presser, Machine, Drycleaning	10.18***
16130 - Presser, Machine, Shirts	10.18***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.18***
16190 - Sewing Machine Operator	12.45***
16220 - Tailor	13.00***
16250 - Washer, Machine	10.74***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.17
19040 - Tool And Die Maker	37.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.19
21030 - Material Coordinator	28.56
21040 - Material Expediter	28.56
21050 - Material Handling Laborer	18.18
21071 - Order Filler	15.17***
21080 - Production Line Worker (Food Processing)	23.19
21110 - Shipping Packer	20.72
21130 - Shipping/Receiving Clerk	20.72

21140 - Store Worker I	12.83***
21150 - Stock Clerk	17.77
21210 - Tools And Parts Attendant	23.19
21410 - Warehouse Specialist	23.19
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.29
23019 - Aircraft Logs and Records Technician	28.36
23021 - Aircraft Mechanic I	34.75
23022 - Aircraft Mechanic II	36.29
23023 - Aircraft Mechanic III	37.68
23040 - Aircraft Mechanic Helper	23.86
23050 - Aircraft, Painter	32.81
23060 - Aircraft Servicer	28.36
23070 - Aircraft Survival Flight Equipment Technician	32.81
23080 - Aircraft Worker	30.56
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.56
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.75
23110 - Appliance Mechanic	27.27
23120 - Bicycle Repairer	24.83
23125 - Cable Splicer	45.57
23130 - Carpenter, Maintenance	23.79
23140 - Carpet Layer	27.10
23160 - Electrician, Maintenance	36.91
23181 - Electronics Technician Maintenance I	39.10
23182 - Electronics Technician Maintenance II	42.01
23183 - Electronics Technician Maintenance III	44.48
23260 - Fabric Worker	26.92
23290 - Fire Alarm System Mechanic	33.00
23310 - Fire Extinguisher Repairer	24.83
23311 - Fuel Distribution System Mechanic	38.12
23312 - Fuel Distribution System Operator	28.68
23370 - General Maintenance Worker	21.42
23380 - Ground Support Equipment Mechanic	34.75
23381 - Ground Support Equipment Servicer	28.36
23382 - Ground Support Equipment Worker	30.56
23391 - Gunsmith I	24.83
23392 - Gunsmith II	29.03
23393 - Gunsmith III	33.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.25
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.92
23430 - Heavy Equipment Mechanic	29.96
23440 - Heavy Equipment Operator	29.19
23460 - Instrument Mechanic	33.00
23465 - Laboratory/Shelter Mechanic	31.17
23470 - Laborer	18.18
23510 - Locksmith	31.17
23530 - Machinery Maintenance Mechanic	32.98
23550 - Machinist, Maintenance	28.73
23580 - Maintenance Trades Helper	21.38
23591 - Metrology Technician I	33.00
23592 - Metrology Technician II	34.46
23593 - Metrology Technician III	35.77
23640 - Millwright	30.69
23710 - Office Appliance Repairer	25.20
23760 - Painter, Maintenance	23.35
23790 - Pipefitter, Maintenance	29.65
23810 - Plumber, Maintenance	28.01
23820 - Pneudraulic Systems Mechanic	33.00

23850 - Rigger	29.87
23870 - Scale Mechanic	29.03
23890 - Sheet-Metal Worker, Maintenance	34.75
23910 - Small Engine Mechanic	29.03
23931 - Telecommunications Mechanic I	35.40
23932 - Telecommunications Mechanic II	36.97
23950 - Telephone Lineman	36.51
23960 - Welder, Combination, Maintenance	29.54
23965 - Well Driller	31.59
23970 - Woodcraft Worker	33.00
23980 - Woodworker	24.83
24000 - Personal Needs Occupations	
24550 - Case Manager	21.74
24570 - Child Care Attendant	12.94***
24580 - Child Care Center Clerk	16.14***
24610 - Chore Aide	17.68
24620 - Family Readiness And Support Services Coordinator	21.74
24630 - Homemaker	21.74
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.46
25040 - Sewage Plant Operator	23.93
25070 - Stationary Engineer	42.46
25190 - Ventilation Equipment Tender	29.40
25210 - Water Treatment Plant Operator	23.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.07
27007 - Baggage Inspector	16.76
27008 - Corrections Officer	23.24
27010 - Court Security Officer	24.08
27030 - Detection Dog Handler	18.75
27040 - Detention Officer	23.24
27070 - Firefighter	25.41
27101 - Guard I	16.76
27102 - Guard II	18.75
27131 - Police Officer I	26.96
27132 - Police Officer II	29.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.05***
28042 - Carnival Equipment Repairer	17.60
28043 - Carnival Worker	11.97***
28210 - Gate Attendant/Gate Tender	20.87
28310 - Lifeguard	15.61***
28350 - Park Attendant (Aide)	23.34
28510 - Recreation Aide/Health Facility Attendant	17.03
28515 - Recreation Specialist	28.92
28630 - Sports Official	18.58
28690 - Swimming Pool Operator	23.13
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.62
29020 - Hatch Tender	31.62
29030 - Line Handler	31.62
29041 - Stevedore I	29.34
29042 - Stevedore II	33.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
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	21.02
30022 - Archeological Technician II	23.51
30023 - Archeological Technician III	29.12
30030 - Cartographic Technician	29.12

30040 - Civil Engineering Technician	28.85
30051 - Cryogenic Technician I	32.25
30052 - Cryogenic Technician II	35.62
30061 - Drafter/CAD Operator I	21.02
30062 - Drafter/CAD Operator II	23.51
30063 - Drafter/CAD Operator III	26.20
30064 - Drafter/CAD Operator IV	32.25
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	29.12
30095 - Evidence Control Specialist	29.12
30210 - Laboratory Technician	24.26
30221 - Latent Fingerprint Technician I	32.25
30222 - Latent Fingerprint Technician II	35.62
30240 - Mathematical Technician	29.12
30361 - Paralegal/Legal Assistant I	18.85
30362 - Paralegal/Legal Assistant II	23.35
30363 - Paralegal/Legal Assistant III	28.56
30364 - Paralegal/Legal Assistant IV	34.55
30375 - Petroleum Supply Specialist	35.62
30390 - Photo-Optics Technician	29.12
30395 - Radiation Control Technician	35.62
30461 - Technical Writer I	29.12
30462 - Technical Writer II	35.62
30463 - Technical Writer III	43.11
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	32.25
30502 - Weather Forecaster II	39.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.20
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 29.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.21***
31030 - Bus Driver	18.00
31043 - Driver Courier	20.21
31260 - Parking and Lot Attendant	14.52***
31290 - Shuttle Bus Driver	22.15
31310 - Taxi Driver	17.27
31361 - Truckdriver, Light	22.15
31362 - Truckdriver, Medium	24.02
31363 - Truckdriver, Heavy	27.86
31364 - Truckdriver, Tractor-Trailer	27.86
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	13.90***
99050 - Desk Clerk	14.26***
99095 - Embalmer	30.07
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.99***
99252 - Laboratory Animal Caretaker II	16.38
99260 - Marketing Analyst	27.42
99310 - Mortician	30.07
99410 - Pest Controller	23.39



99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	23.18
99711 - Recycling Specialist	28.72
99730 - Refuse Collector	20.60
99810 - Sales Clerk	15.99***
99820 - School Crossing Guard	14.06***
99830 - Survey Party Chief	28.76
99831 - Surveying Aide	19.31
99832 - Surveying Technician	25.25
99840 - Vending Machine Attendant	18.94
99841 - Vending Machine Repairer	24.26
99842 - Vending Machine Repairer Helper	18.94

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 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 10 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))."

**SCA WD 2015-5383 REV19 27DEC22**

"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.: 2015-5383
Daniel W. Simms	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

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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:	Executive Order 14026 generally applies to the contract.
	The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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:	Executive Order 13658 generally applies to the contract.
	The contractor must pay all covered workers at least \$12.15 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 2023.

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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: North Dakota

Area: North Dakota Counties of Bottineau, Burke, Emmons, Grant, Kidder, McHenry, McLean, Mercer, Mountrail, Pierce, Renville, Sheridan, Ward

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.40***
01012 - Accounting Clerk II		17.30
01013 - Accounting Clerk III		19.34
01020 - Administrative Assistant		27.93
01035 - Court Reporter		20.38
01041 - Customer Service Representative I		16.53
01042 - Customer Service Representative II		18.04
01043 - Customer Service Representative III		20.26
01051 - Data Entry Operator I		14.95***
01052 - Data Entry Operator II		16.31
01060 - Dispatcher, Motor Vehicle		27.93
01070 - Document Preparation Clerk		14.87***
01090 - Duplicating Machine Operator		14.87***
01111 - General Clerk I		18.37
01112 - General Clerk II		20.04
01113 - General Clerk III		22.49
01120 - Housing Referral Assistant		22.71
01141 - Messenger Courier		13.22***
01191 - Order Clerk I		14.87***
01192 - Order Clerk II		16.22
01261 - Personnel Assistant (Employment) I		18.21
01262 - Personnel Assistant (Employment) II		20.38

01263 - Personnel Assistant (Employment) III	22.71
01270 - Production Control Clerk	28.56
01290 - Rental Clerk	17.84
01300 - Scheduler, Maintenance	18.21
01311 - Secretary I	18.21
01312 - Secretary II	20.38
01313 - Secretary III	22.71
01320 - Service Order Dispatcher	24.96
01410 - Supply Technician	27.93
01420 - Survey Worker	20.38
01460 - Switchboard Operator/Receptionist	14.65***
01531 - Travel Clerk I	13.49***
01532 - Travel Clerk II	14.35***
01533 - Travel Clerk III	15.22***
01611 - Word Processor I	16.22
01612 - Word Processor II	18.21
01613 - Word Processor III	20.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	29.51
05010 - Automotive Electrician	21.71
05040 - Automotive Glass Installer	20.21
05070 - Automotive Worker	20.21
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	20.21
05190 - Motor Vehicle Mechanic	22.98
05220 - Motor Vehicle Mechanic Helper	15.77***
05250 - Motor Vehicle Upholstery Worker	18.75
05280 - Motor Vehicle Wrecker	20.21
05310 - Painter, Automotive	21.71
05340 - Radiator Repair Specialist	20.21
05370 - Tire Repairer	18.63
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.29
07041 - Cook I	17.57
07042 - Cook II	20.54
07070 - Dishwasher	12.57***
07130 - Food Service Worker	13.75***
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	10.60***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.09
09040 - Furniture Handler	14.88***
09080 - Furniture Refinisher	22.09
09090 - Furniture Refinisher Helper	17.44
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	22.09
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.41***
11060 - Elevator Operator	17.60
11090 - Gardener	23.44
11122 - Housekeeping Aide	17.60
11150 - Janitor	17.60
11210 - Laborer, Grounds Maintenance	18.30
11240 - Maid or Houseman	14.29***
11260 - Pruner	16.24
11270 - Tractor Operator	22.43
11330 - Trail Maintenance Worker	18.30
11360 - Window Cleaner	19.83
12000 - Health Occupations	
12010 - Ambulance Driver	16.08***

12011 - Breath Alcohol Technician	21.23
12012 - Certified Occupational Therapist Assistant	29.12
12015 - Certified Physical Therapist Assistant	23.80
12020 - Dental Assistant	22.88
12025 - Dental Hygienist	37.74
12030 - EKG Technician	32.17
12035 - Electroneurodiagnostic Technologist	32.17
12040 - Emergency Medical Technician	16.08***
12071 - Licensed Practical Nurse I	18.98
12072 - Licensed Practical Nurse II	21.23
12073 - Licensed Practical Nurse III	23.66
12100 - Medical Assistant	18.10
12130 - Medical Laboratory Technician	28.00
12160 - Medical Record Clerk	20.83
12190 - Medical Record Technician	23.30
12195 - Medical Transcriptionist	19.46
12210 - Nuclear Medicine Technologist	46.65
12221 - Nursing Assistant I	13.04***
12222 - Nursing Assistant II	14.65***
12223 - Nursing Assistant III	15.99***
12224 - Nursing Assistant IV	17.96
12235 - Optical Dispenser	18.62
12236 - Optical Technician	18.98
12250 - Pharmacy Technician	20.75
12280 - Phlebotomist	17.41
12305 - Radiologic Technologist	29.02
12311 - Registered Nurse I	23.89
12312 - Registered Nurse II	29.23
12313 - Registered Nurse II, Specialist	29.23
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.37
12317 - Scheduler (Drug and Alcohol Testing)	26.30
12320 - Substance Abuse Treatment Counselor	29.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.04
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	31.89
13041 - Illustrator I	21.04
13042 - Illustrator II	26.07
13043 - Illustrator III	31.89
13047 - Librarian	28.59
13050 - Library Aide/Clerk	13.21***
13054 - Library Information Technology Systems Administrator	25.25
13058 - Library Technician	17.75
13061 - Media Specialist I	18.47
13062 - Media Specialist II	20.65
13063 - Media Specialist III	23.02
13071 - Photographer I	18.81
13072 - Photographer II	21.04
13073 - Photographer III	26.07
13074 - Photographer IV	31.89
13075 - Photographer V	38.58
13090 - Technical Order Library Clerk	21.04
13110 - Video Teleconference Technician	18.81
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.10
14042 - Computer Operator II	20.24
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.78

14071 - Computer Programmer I	(see 1)	19.62
14072 - Computer Programmer II	(see 1)	24.31
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		18.10
14160 - Personal Computer Support Technician		26.59
14170 - System Support Specialist		32.53
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.77
15020 - Aircrew Training Devices Instructor (Rated)		34.80
15030 - Air Crew Training Devices Instructor (Pilot)		41.71
15050 - Computer Based Training Specialist / Instructor		28.77
15060 - Educational Technologist		36.22
15070 - Flight Instructor (Pilot)		41.71
15080 - Graphic Artist		23.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.71
15086 - Maintenance Test Pilot, Rotary Wing		41.71
15088 - Non-Maintenance Test/Co-Pilot		41.71
15090 - Technical Instructor		26.42
15095 - Technical Instructor/Course Developer		32.32
15110 - Test Proctor		21.33
15120 - Tutor		21.33
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.18***
16030 - Counter Attendant		10.18***
16040 - Dry Cleaner		11.92***
16070 - Finisher, Flatwork, Machine		10.18***
16090 - Presser, Hand		10.18***
16110 - Presser, Machine, Drycleaning		10.18***
16130 - Presser, Machine, Shirts		10.18***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.18***
16190 - Sewing Machine Operator		12.45***
16220 - Tailor		13.00***
16250 - Washer, Machine		10.74***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.17
19040 - Tool And Die Maker		37.14
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.19
21030 - Material Coordinator		28.56
21040 - Material Expediter		28.56
21050 - Material Handling Laborer		18.18
21071 - Order Filler		15.17***
21080 - Production Line Worker (Food Processing)		23.19
21110 - Shipping Packer		20.72
21130 - Shipping/Receiving Clerk		20.72
21140 - Store Worker I		12.83***
21150 - Stock Clerk		17.77
21210 - Tools And Parts Attendant		23.19
21410 - Warehouse Specialist		23.19
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.22
23019 - Aircraft Logs and Records Technician		27.92
23021 - Aircraft Mechanic I		33.73
23022 - Aircraft Mechanic II		35.22
23023 - Aircraft Mechanic III		36.58
23040 - Aircraft Mechanic Helper		23.86
23050 - Aircraft, Painter		31.83
23060 - Aircraft Servicer		27.92



23070 - Aircraft Survival Flight Equipment Technician	31.83
23080 - Aircraft Worker	29.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.73
23110 - Appliance Mechanic	27.32
23120 - Bicycle Repairer	24.83
23125 - Cable Splicer	47.83
23130 - Carpenter, Maintenance	23.79
23140 - Carpet Layer	27.10
23160 - Electrician, Maintenance	36.91
23181 - Electronics Technician Maintenance I	40.59
23182 - Electronics Technician Maintenance II	43.58
23183 - Electronics Technician Maintenance III	46.14
23260 - Fabric Worker	26.92
23290 - Fire Alarm System Mechanic	33.00
23310 - Fire Extinguisher Repairer	24.83
23311 - Fuel Distribution System Mechanic	38.12
23312 - Fuel Distribution System Operator	28.68
23370 - General Maintenance Worker	20.38
23380 - Ground Support Equipment Mechanic	33.73
23381 - Ground Support Equipment Servicer	27.92
23382 - Ground Support Equipment Worker	29.66
23391 - Gunsmith I	24.83
23392 - Gunsmith II	29.03
23393 - Gunsmith III	33.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.95
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.28
23430 - Heavy Equipment Mechanic	29.96
23440 - Heavy Equipment Operator	29.19
23460 - Instrument Mechanic	33.00
23465 - Laboratory/Shelter Mechanic	31.17
23470 - Laborer	18.18
23510 - Locksmith	31.17
23530 - Machinery Maintenance Mechanic	32.98
23550 - Machinist, Maintenance	28.73
23580 - Maintenance Trades Helper	21.38
23591 - Metrology Technician I	33.00
23592 - Metrology Technician II	34.46
23593 - Metrology Technician III	35.77
23640 - Millwright	33.00
23710 - Office Appliance Repairer	22.78
23760 - Painter, Maintenance	23.42
23790 - Pipefitter, Maintenance	29.65
23810 - Plumber, Maintenance	28.01
23820 - Pneudraulic Systems Mechanic	33.00
23850 - Rigger	29.87
23870 - Scale Mechanic	29.03
23890 - Sheet-Metal Worker, Maintenance	34.75
23910 - Small Engine Mechanic	29.03
23931 - Telecommunications Mechanic I	35.40
23932 - Telecommunications Mechanic II	36.97
23950 - Telephone Lineman	35.61
23960 - Welder, Combination, Maintenance	29.54
23965 - Well Driller	31.59
23970 - Woodcraft Worker	33.00
23980 - Woodworker	24.83
24000 - Personal Needs Occupations	
24550 - Case Manager	21.74

24570 - Child Care Attendant	12.94***
24580 - Child Care Center Clerk	16.14***
24610 - Chore Aide	17.68
24620 - Family Readiness And Support Services Coordinator	21.74
24630 - Homemaker	21.74
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.46
25040 - Sewage Plant Operator	23.79
25070 - Stationary Engineer	42.46
25190 - Ventilation Equipment Tender	29.40
25210 - Water Treatment Plant Operator	23.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.77
27007 - Baggage Inspector	16.76
27008 - Corrections Officer	23.14
27010 - Court Security Officer	24.08
27030 - Detection Dog Handler	18.75
27040 - Detention Officer	23.14
27070 - Firefighter	25.41
27101 - Guard I	16.76
27102 - Guard II	18.75
27131 - Police Officer I	26.96
27132 - Police Officer II	29.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.76
28042 - Carnival Equipment Repairer	18.37
28043 - Carnival Worker	12.32***
28210 - Gate Attendant/Gate Tender	20.87
28310 - Lifeguard	15.61***
28350 - Park Attendant (Aide)	23.34
28510 - Recreation Aide/Health Facility Attendant	17.03
28515 - Recreation Specialist	28.92
28630 - Sports Official	18.58
28690 - Swimming Pool Operator	22.06
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.62
29020 - Hatch Tender	31.62
29030 - Line Handler	31.62
29041 - Stevedore I	29.34
29042 - Stevedore II	33.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
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	21.02
30022 - Archeological Technician II	23.51
30023 - Archeological Technician III	29.12
30030 - Cartographic Technician	29.12
30040 - Civil Engineering Technician	28.85
30051 - Cryogenic Technician I	32.25
30052 - Cryogenic Technician II	35.62
30061 - Drafter/CAD Operator I	21.02
30062 - Drafter/CAD Operator II	23.51
30063 - Drafter/CAD Operator III	26.20
30064 - Drafter/CAD Operator IV	32.25
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41

30090 - Environmental Technician	29.12
30095 - Evidence Control Specialist	29.12
30210 - Laboratory Technician	24.26
30221 - Latent Fingerprint Technician I	32.25
30222 - Latent Fingerprint Technician II	35.62
30240 - Mathematical Technician	29.12
30361 - Paralegal/Legal Assistant I	18.62
30362 - Paralegal/Legal Assistant II	23.06
30363 - Paralegal/Legal Assistant III	28.21
30364 - Paralegal/Legal Assistant IV	34.13
30375 - Petroleum Supply Specialist	35.62
30390 - Photo-Optics Technician	29.12
30395 - Radiation Control Technician	35.62
30461 - Technical Writer I	29.12
30462 - Technical Writer II	35.62
30463 - Technical Writer III	43.11
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	32.25
30502 - Weather Forecaster II	39.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.20
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 29.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.21***
31030 - Bus Driver	18.00
31043 - Driver Courier	20.21
31260 - Parking and Lot Attendant	14.52***
31290 - Shuttle Bus Driver	22.15
31310 - Taxi Driver	13.70***
31361 - Truckdriver, Light	22.15
31362 - Truckdriver, Medium	24.02
31363 - Truckdriver, Heavy	27.86
31364 - Truckdriver, Tractor-Trailer	27.86
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	13.90***
99050 - Desk Clerk	14.26***
99095 - Embalmer	30.07
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.99***
99252 - Laboratory Animal Caretaker II	16.38
99260 - Marketing Analyst	25.51
99310 - Mortician	30.07
99410 - Pest Controller	23.39
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	23.18
99711 - Recycling Specialist	28.72
99730 - Refuse Collector	20.60
99810 - Sales Clerk	15.99***
99820 - School Crossing Guard	14.06***
99830 - Survey Party Chief	28.76
99831 - Surveying Aide	19.31
99832 - Surveying Technician	25.25
99840 - Vending Machine Attendant	18.94
99841 - Vending Machine Repairer	24.26
99842 - Vending Machine Repairer Helper	18.94

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 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 10 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))."

#### SCA WD 2015-5385 REV19 27DEC22

"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.: 2015-5385
Daniel W. Simms	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

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	Executive Order 14026 generally applies to
after January 30, 2022, or the	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 \$16.20 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 2023.	
If the contract was awarded on or	Executive Order 13658 generally applies to	
between January 1, 2015 and January 29,	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 \$12.15 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 2023.	

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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: North Dakota

Area: North Dakota Counties of Barnes, Benson, Cavalier, Dickey, Eddy, Foster, Griggs, La Moure, Logan, McIntosh, Ramsey, Rolette, Stutsman, Towner, Wells

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.04***
01012 - Accounting Clerk II		18.02
01013 - Accounting Clerk III		20.15
01020 - Administrative Assistant		23.57
01035 - Court Reporter		20.07
01041 - Customer Service Representative I		15.90***
01042 - Customer Service Representative II		17.45
01043 - Customer Service Representative III		19.49
01051 - Data Entry Operator I		14.37***
01052 - Data Entry Operator II		15.72***
01060 - Dispatcher, Motor Vehicle		21.21
01070 - Document Preparation Clerk		15.72***
01090 - Duplicating Machine Operator		15.72***
01111 - General Clerk I		14.94***
01112 - General Clerk II		16.30
01113 - General Clerk III		18.29
01120 - Housing Referral Assistant		21.95
01141 - Messenger Courier		12.78***
01191 - Order Clerk I		14.37***
01192 - Order Clerk II		15.68***
01261 - Personnel Assistant (Employment) I		17.94
01262 - Personnel Assistant (Employment) II		20.07
01263 - Personnel Assistant (Employment) III		22.37
01270 - Production Control Clerk		26.10
01290 - Rental Clerk		13.72***
01300 - Scheduler, Maintenance		16.04***
01311 - Secretary I		17.61
01312 - Secretary II		19.69
01313 - Secretary III		21.95
01320 - Service Order Dispatcher		18.96
01410 - Supply Technician		23.57
01420 - Survey Worker		19.69
01460 - Switchboard Operator/Receptionist		14.47***
01531 - Travel Clerk I		13.07***
01532 - Travel Clerk II		13.77***



01533 - Travel Clerk III	14.50***
01611 - Word Processor I	15.68***
01612 - Word Processor II	17.61
01613 - Word Processor III	19.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.69
05010 - Automotive Electrician	21.50
05040 - Automotive Glass Installer	20.02
05070 - Automotive Worker	20.02
05110 - Mobile Equipment Servicer	17.12
05130 - Motor Equipment Metal Mechanic	22.76
05160 - Motor Equipment Metal Worker	20.02
05190 - Motor Vehicle Mechanic	22.76
05220 - Motor Vehicle Mechanic Helper	15.62***
05250 - Motor Vehicle Upholstery Worker	18.57
05280 - Motor Vehicle Wrecker	20.02
05310 - Painter, Automotive	21.50
05340 - Radiator Repair Specialist	20.02
05370 - Tire Repairer	15.24***
05400 - Transmission Repair Specialist	22.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.88***
07041 - Cook I	15.21***
07042 - Cook II	17.78
07070 - Dishwasher	11.94***
07130 - Food Service Worker	12.07***
07210 - Meat Cutter	16.11***
07260 - Waiter/Waitress	11.44***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.81
09040 - Furniture Handler	13.89***
09080 - Furniture Refinisher	22.81
09090 - Furniture Refinisher Helper	17.27
09110 - Furniture Repairer, Minor	19.70
09130 - Upholsterer	22.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.50***
11060 - Elevator Operator	15.09***
11090 - Gardener	20.91
11122 - Housekeeping Aide	15.09***
11150 - Janitor	15.09***
11210 - Laborer, Grounds Maintenance	15.35***
11240 - Maid or Houseman	12.99***
11260 - Pruner	13.63***
11270 - Tractor Operator	19.07
11330 - Trail Maintenance Worker	15.35***
11360 - Window Cleaner	17.00
12000 - Health Occupations	
12010 - Ambulance Driver	16.79
12011 - Breath Alcohol Technician	20.56
12012 - Certified Occupational Therapist Assistant	28.21
12015 - Certified Physical Therapist Assistant	28.21
12020 - Dental Assistant	23.16
12025 - Dental Hygienist	37.50
12030 - EKG Technician	31.16
12035 - Electroneurodiagnostic Technologist	31.16
12040 - Emergency Medical Technician	16.79
12071 - Licensed Practical Nurse I	18.39
12072 - Licensed Practical Nurse II	20.56
12073 - Licensed Practical Nurse III	22.92
12100 - Medical Assistant	18.39
12130 - Medical Laboratory Technician	28.52

12160 - Medical Record Clerk	18.86
12190 - Medical Record Technician	21.09
12195 - Medical Transcriptionist	18.39
12210 - Nuclear Medicine Technologist	45.19
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.49***
12223 - Nursing Assistant III	15.81***
12224 - Nursing Assistant IV	17.74
12235 - Optical Dispenser	18.09
12236 - Optical Technician	18.39
12250 - Pharmacy Technician	19.62
12280 - Phlebotomist	18.39
12305 - Radiologic Technologist	28.79
12311 - Registered Nurse I	23.13
12312 - Registered Nurse II	28.30
12313 - Registered Nurse II, Specialist	28.30
12314 - Registered Nurse III	34.23
12315 - Registered Nurse III, Anesthetist	34.23
12316 - Registered Nurse IV	41.03
12317 - Scheduler (Drug and Alcohol Testing)	25.47
12320 - Substance Abuse Treatment Counselor	28.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.19
13012 - Exhibits Specialist II	20.93
13013 - Exhibits Specialist III	25.61
13041 - Illustrator I	17.19
13042 - Illustrator II	20.93
13043 - Illustrator III	25.61
13047 - Librarian	23.18
13050 - Library Aide/Clerk	13.21***
13054 - Library Information Technology Systems Administrator	20.93
13058 - Library Technician	15.30***
13061 - Media Specialist I	15.10***
13062 - Media Specialist II	16.89
13063 - Media Specialist III	18.83
13071 - Photographer I	15.10***
13072 - Photographer II	16.89
13073 - Photographer III	20.93
13074 - Photographer IV	25.61
13075 - Photographer V	30.97
13090 - Technical Order Library Clerk	16.89
13110 - Video Teleconference Technician	15.87***
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.10
14042 - Computer Operator II	20.24
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.78
14071 - Computer Programmer I	(see 1) 18.90
14072 - Computer Programmer II	(see 1) 22.00
14073 - Computer Programmer III	(see 1) 26.91
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 25.35
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.10
14160 - Personal Computer Support Technician	26.59
14170 - System Support Specialist	33.91
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.34
15020 - Aircrew Training Devices Instructor (Rated)	29.45

15030 - Air Crew Training Devices Instructor (Pilot)	35.30
15050 - Computer Based Training Specialist / Instructor	25.60
15060 - Educational Technologist	29.59
15070 - Flight Instructor (Pilot)	35.30
15080 - Graphic Artist	23.23
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	35.30
15086 - Maintenance Test Pilot, Rotary Wing	35.30
15088 - Non-Maintenance Test/Co-Pilot	35.30
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43
15110 - Test Proctor	18.11
15120 - Tutor	18.11
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.26***
16030 - Counter Attendant	10.26***
16040 - Dry Cleaner	11.96***
16070 - Finisher, Flatwork, Machine	10.26***
16090 - Presser, Hand	10.26***
16110 - Presser, Machine, Drycleaning	10.26***
16130 - Presser, Machine, Shirts	10.26***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.26***
16190 - Sewing Machine Operator	12.55***
16220 - Tailor	13.11***
16250 - Washer, Machine	10.77***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.31
19040 - Tool And Die Maker	30.16
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.51
21030 - Material Coordinator	26.10
21040 - Material Expediter	26.10
21050 - Material Handling Laborer	18.11
21071 - Order Filler	14.21***
21080 - Production Line Worker (Food Processing)	23.51
21110 - Shipping Packer	21.54
21130 - Shipping/Receiving Clerk	21.54
21140 - Store Worker I	12.83***
21150 - Stock Clerk	17.77
21210 - Tools And Parts Attendant	23.51
21410 - Warehouse Specialist	23.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.60
23019 - Aircraft Logs and Records Technician	24.69
23021 - Aircraft Mechanic I	30.26
23022 - Aircraft Mechanic II	31.60
23023 - Aircraft Mechanic III	32.80
23040 - Aircraft Mechanic Helper	20.77
23050 - Aircraft, Painter	28.58
23060 - Aircraft Servicer	24.69
23070 - Aircraft Survival Flight Equipment Technician	28.58
23080 - Aircraft Worker	26.62
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.62
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.26
23110 - Appliance Mechanic	28.58
23120 - Bicycle Repairer	22.77
23125 - Cable Splicer	47.90
23130 - Carpenter, Maintenance	22.85
23140 - Carpet Layer	26.62
23160 - Electrician, Maintenance	29.55
23181 - Electronics Technician Maintenance I	26.62

23182 - Electronics Technician Maintenance II	28.58
23183 - Electronics Technician Maintenance III	30.26
23260 - Fabric Worker	24.69
23290 - Fire Alarm System Mechanic	30.26
23310 - Fire Extinguisher Repairer	22.77
23311 - Fuel Distribution System Mechanic	30.26
23312 - Fuel Distribution System Operator	22.77
23370 - General Maintenance Worker	19.92
23380 - Ground Support Equipment Mechanic	30.26
23381 - Ground Support Equipment Servicer	24.69
23382 - Ground Support Equipment Worker	26.62
23391 - Gunsmith I	22.77
23392 - Gunsmith II	26.62
23393 - Gunsmith III	30.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.24
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.71
23430 - Heavy Equipment Mechanic	29.47
23440 - Heavy Equipment Operator	23.46
23460 - Instrument Mechanic	30.26
23465 - Laboratory/Shelter Mechanic	28.58
23470 - Laborer	18.11
23510 - Locksmith	28.58
23530 - Machinery Maintenance Mechanic	29.33
23550 - Machinist, Maintenance	25.56
23580 - Maintenance Trades Helper	20.82
23591 - Metrology Technician I	30.26
23592 - Metrology Technician II	31.60
23593 - Metrology Technician III	32.80
23640 - Millwright	29.76
23710 - Office Appliance Repairer	26.51
23760 - Painter, Maintenance	26.51
23790 - Pipefitter, Maintenance	25.51
23810 - Plumber, Maintenance	24.09
23820 - Pneudraulic Systems Mechanic	30.26
23850 - Rigger	30.26
23870 - Scale Mechanic	26.62
23890 - Sheet-Metal Worker, Maintenance	26.37
23910 - Small Engine Mechanic	26.62
23931 - Telecommunications Mechanic I	34.76
23932 - Telecommunications Mechanic II	36.30
23950 - Telephone Lineman	30.26
23960 - Welder, Combination, Maintenance	26.00
23965 - Well Driller	30.26
23970 - Woodcraft Worker	30.26
23980 - Woodworker	22.77
24000 - Personal Needs Occupations	
24550 - Case Manager	20.64
24570 - Child Care Attendant	11.40***
24580 - Child Care Center Clerk	14.21***
24610 - Chore Aide	16.57
24620 - Family Readiness And Support Services Coordinator	20.64
24630 - Homemaker	20.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.96
25040 - Sewage Plant Operator	23.93
25070 - Stationary Engineer	25.96
25190 - Ventilation Equipment Tender	17.82
25210 - Water Treatment Plant Operator	23.93
27000 - Protective Service Occupations	

27004 - Alarm Monitor	21.67
27007 - Baggage Inspector	16.64
27008 - Corrections Officer	22.72
27010 - Court Security Officer	23.23
27030 - Detection Dog Handler	18.62
27040 - Detention Officer	22.72
27070 - Firefighter	23.29
27101 - Guard I	16.64
27102 - Guard II	18.62
27131 - Police Officer I	24.90
27132 - Police Officer II	27.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.21***
28042 - Carnival Equipment Repairer	16.68
28043 - Carnival Worker	11.01***
28210 - Gate Attendant/Gate Tender	18.78
28310 - Lifeguard	11.65***
28350 - Park Attendant (Aide)	21.00
28510 - Recreation Aide/Health Facility Attendant	15.32***
28515 - Recreation Specialist	26.01
28630 - Sports Official	16.72
28690 - Swimming Pool Operator	19.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.62
29020 - Hatch Tender	26.62
29030 - Line Handler	26.62
29041 - Stevedore I	24.69
29042 - Stevedore II	28.58
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
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	16.28
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.56
30030 - Cartographic Technician	23.25
30040 - Civil Engineering Technician	27.62
30051 - Cryogenic Technician I	24.73
30052 - Cryogenic Technician II	27.31
30061 - Drafter/CAD Operator I	16.28
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.31
30064 - Drafter/CAD Operator IV	24.99
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	23.25
30095 - Evidence Control Specialist	22.33
30210 - Laboratory Technician	20.09
30221 - Latent Fingerprint Technician I	24.73
30222 - Latent Fingerprint Technician II	27.31
30240 - Mathematical Technician	23.63
30361 - Paralegal/Legal Assistant I	18.44
30362 - Paralegal/Legal Assistant II	22.84
30363 - Paralegal/Legal Assistant III	27.94
30364 - Paralegal/Legal Assistant IV	33.81
30375 - Petroleum Supply Specialist	27.31
30390 - Photo-Optics Technician	23.75
30395 - Radiation Control Technician	27.31

30461 - Technical Writer I	22.33
30462 - Technical Writer II	27.31
30463 - Technical Writer III	33.05
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	24.99
30502 - Weather Forecaster II	30.41
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.31
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.01***
31030 - Bus Driver	19.23
31043 - Driver Courier	16.60
31260 - Parking and Lot Attendant	12.39***
31290 - Shuttle Bus Driver	18.21
31310 - Taxi Driver	16.29
31361 - Truckdriver, Light	18.21
31362 - Truckdriver, Medium	19.73
31363 - Truckdriver, Heavy	23.53
31364 - Truckdriver, Tractor-Trailer	23.53
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	12.83***
99050 - Desk Clerk	14.10***
99095 - Embalmer	31.15
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	19.68
99252 - Laboratory Animal Caretaker II	21.57
99260 - Marketing Analyst	28.86
99310 - Mortician	31.15
99410 - Pest Controller	23.39
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	21.07
99711 - Recycling Specialist	26.11
99730 - Refuse Collector	18.73
99810 - Sales Clerk	15.00***
99820 - School Crossing Guard	14.06***
99830 - Survey Party Chief	21.05
99831 - Surveying Aide	14.14***
99832 - Surveying Technician	18.49
99840 - Vending Machine Attendant	15.61***
99841 - Vending Machine Repairer	19.81
99842 - Vending Machine Repairer Helper	15.61***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 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 10 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))."