

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 114	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912BV23Q0060	
6. SOLICITATION ISSUE DATE 10-Jul-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARY B DUKE		b. TELEPHONE NUMBER (No Collect Calls) 918.669.7027	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 11 Aug 2023		9. ISSUED BY CODE W912BV CONTRACTING DIV US ARMY CORPS OF ENGINEERS, TULSA DISTRICT 2488 E. 81ST STREET TULSA OK 74137-4290 TEL: FAX: 918-669-7436		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 811310 SIZE STANDARD: \$12,500,000			
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 CODE SEE SCHEDULE		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE TELEPHONE NO.		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 114	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
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 A - Solicitation/Contract Form

INSTRUCTIONS TO OFFERORS

Instructions to Offerors

Preparing Your Quote:

Your Quote shall consist of ONLY the following list of required items.

ADDITIONAL INFORMATION WILL NOT BE EVALUATED:

- 1) Submit a signed copy of the first page of the solicitation.
 - a. Complete block 17a with your name and telephone number
 - b. Enter your Unique Entity ID (UEI) in the box labeled "CODE"
 - c. Sign block 30a (digital signatures are accepted)
 - d. Complete block 30b
 - e. Complete block 30c
 - f. DO NOT SUBMIT A COPY OF THE SOLICITATION IN ITS ENTIRETY
- 2) Submit a signed copy of all amendments issued, if any. It is your responsibility to monitor SAM.gov for amendments.
 - a. Complete block 15A
 - b. Complete block 15B (digital signatures are accepted)
 - c. Complete block 15C
 - d. DO NOT SUBMIT A COPY OF THE AMENDMENT IN ITS ENTIRETY. Only pages that require a vendor response shall be submitted.
- 3) Complete the pricing schedule provided with the solicitation. All items in the pricing schedule must be completed, including optional items. All items must include a dollar value. Price list will be used for pricing repairs and replacements in accordance with the terms of Option CLINs 0002 and 0003.
- 4) Complete the subcontractor data worksheet provided with the solicitation. Your quote must identify the business size and percentage of work to be completed by the prime contractor; and the business name, address, the percentage of work to be completed by the subcontractor. Offerors shall identify the business size of any subcontractors based on the NAICS code identified. Offerors must clearly identify whether a subcontractor(s) will be performing work, the percentage of work to be performed by each subcontractor, and the socio-economic category into which each identified subcontractor falls. (FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING FOR SMALL BUSINESS (DEVIATION 2021-O0008) (OCT 2022). Offerors shall also provide a signed and dated Letter of Commitment from each subcontractor. The Subcontractor Letter of Commitment shall be signed by the subcontractor on the subcontractor's own letterhead.
- 5) Complete the Representations and Certifications (Reps and Certs) in Section K, unless already completed and current in the System for Awards Management at <https://sam.gov/>. Notice: Failure to respond to provision 52.204-26 and, if applicable 52.204-24, will deem your offer non-responsive and unawardable.
- 6) You must submit the following items with your offer.
 - a. Copy of your license to Service Fire Suppression Systems (either from your company's state of residence and/or the State of Oklahoma)
 - b. Statement of Confirmation that your company stocks a full complement of spare parts that could be needed for cylinder repairs and at least 20 replacement CO2 Cylinders

- c. Statement of Confirmation that your company has at least three (3) years of experience in servicing of fire protection, CO2 systems in accordance with the National Fire Protection Association (NFPA) standards

Offerors must have an active registration in SAM to be eligible for award.

In accordance with AFARS 5132.702(a)(ii)(B): Funds are not presently available for this acquisition. No contract will be awarded until appropriated funds are made available.

Quotes shall be valid through 31-AUG-2023.

NEED HELP?

If you need assistance with SAM or with preparing your quote, please contact your local Procurement Technical Assistance Center (PTAC). You may find your PTAC here: <https://www.aptac-us.org/contracting-assistance/>.

Submitting Your Quote:

MAIL, FAX, EMAIL or HAND DELIVER YOUR DOCUMENTS

Offerors shall limit their offer to include ONLY the required items listed in the Instructions to Offerors. Do not include excess information such as audio-visual materials, electronic media, CD's, thumb drives, etc., or pages of the solicitation that do not contain information provided by the prospective offeror. As previously stated, ADDITIONAL INFORMATION WILL NOT BE EVALUATED. NO cross-outs or strike-through marks. Submit a legible quote with no correction marks.

EMAIL

Emailed quotes are the preferred method for submission and must be received in a supported Adobe or Microsoft Office file format. Adobe or Microsoft Office file formats are the only acceptable methods of submitting a quote electronically.

- a. Submit all required documents in one file. It may be helpful to reduce file sizes
- b. Zip files are not recommended
- c. DO NOT USE Cloud storage providers, google docs, web-based drop boxes, OneNote/OneDrive, URLs, web-based format, or any other virtual/web-based memory services are NOT acceptable methods of submitting a quote
- d. Reference the solicitation number in the subject line
- e. Send quotes to both of the following e-mail addresses:
Mary.B.Duke@usace.army.mil
CESWT-CT-SS-Quotes@usace.army.mil
- f. Ensure your quote is received before the due date and time. For your quote to be considered responsive, all required materials must be received before the due date and time. If all required materials are not received, your quote will not be considered. Do not assume that quotes sent by email will be delivered or received immediately after the offeror pushes "send." Late emails will be analyzed in accordance with FAR 52.212-1(f)(2)(i) to determine if they can be accepted for evaluation. For the purpose of this solicitation, as it relates to email submissions, the term *initial point of entry to the Government infrastructure* is defined as the Army Server. For the purpose of this solicitation, as it relates to email submissions, the term *Government Installation designated for the receipt of offers* is defined as the USACE server.

FAX

Include a cover sheet that references the Contract Specialist – Mary B. Duke and the solicitation number, W912BV23Q0060. Fax to Mary.B.Duke@usace.army.mil or (918) 669-7436. After faxing document, please contact the Contract Specialist to confirm receipt.

MAIL

When submitting through mail, please notify the contract specialist and ensure you clearly address the envelope to:

U.S. Army Corps of Engineers, Tulsa District
Mary B. Duke, CESWT-CT-E
2488 E. 81st Street
Tulsa, OK 74137-4290

Clearly mark the envelope in the lower left-hand corner with the solicitation number, W912BV23Q0060. All pages should be numbered. Use only 8 ½" x 11" paper for fax or mail submissions. Do not use foldouts (e.g., 11" x 14" or 11" x 17" sheets). Do not use a font size smaller than 10, or condensed print for any submission. Times New Roman or Arial Font are the only acceptable fonts. All page margins must be at least 1 inch wide but may include headers and footers. Illegible handwritten quotes will not be considered. Typed quotes are highly encouraged and the preferred method. Do not use spring clamps, staples, or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages or removal of pages. DO NOT use tabbed dividers, flagged tabs, or any divider that extends beyond the paper size to separate sections. The pages must be able to be removed from their binding without ripping or tearing. Ensure to allow enough time to submit your quote before the due date and time.

HAND DELIVER

If your submission will be hand-carried, please provide notification to the Contract Specialist, at least one working day in advance, by calling (918) 669-7027 or e-mailing Mary.B.Duke@usace.army.mil as unescorted visitors are not allowed in the Contracting Division offices. Please consider that upon arrival, visitors must go through security check points on the 16th floor of the 20-story Building. Offerors can only submit their documents to a Contract Specialist or a Contracting Officer of the Tulsa District Office. The Tulsa District Office is in the 20-story building of the CityPlex towers, address below:

U.S. Army Corps of Engineers, Tulsa District
2488 E. 81st Street
Tulsa, OK 74137-4290

INQUIRIES – OFFEROR'S QUESTIONS AND COMMENTS – USE OF BIDDER'S INQUIRY

Prospective offerors shall submit questions and inquiries related to this solicitation in accordance with the following (no other means of questions or inquiries will be answered except through Bidder Inquiry):

For information related to amendments, and the dates set for receipt of proposals, please check <https://sam.gov/>.

Contractual and Technical inquiries and questions relating to proposal procedures are to be submitted via Bidder Inquiry in ProjNet at <https://www.projnet.org/projnet>.

1. To submit and review bid inquiry items, offerors will need to be a current registered user or self-register into the system. To self-register go to the aforementioned web page and click on the BID tab. Select Bidder Inquiry, select agency USACE, and enter the Bidder Inquiry Key for this solicitation listed below, your e-mail address, and then click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue.

2. From this page, you may view all bidder inquiries or add an inquiry.
3. Bidders will receive an acknowledgement of their question via e-mail, followed by an answer to their question after it has been processed.

The Solicitation Number is: W912BV23Q0060

The Bidder Inquiry Key is: 5B57K4-AIM3YP

The Bidder Inquiry System will be unavailable for new inquiries 2:00 PM Central Time, Monday, 07-Aug-2023 in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

4. Offerors are requested to review the specification in its entirety and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.
5. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.
6. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

PRE-PROPOSAL/SITE VISIT CONFERENCE

A Pre-Proposal/Site Visit Conference is scheduled for:

Site Visit Date/Time:	Tuesday, July 25, 2023 10:00 AM (Central Time)
Site Visit Location:	U.S. Army Corps of Engineers Webbers Falls Powerhouse 14300 South Powerhouse Road Webbers Falls, OK 74470

ANTITERRORISM AND OPERATIONS SECURITY REQUIREMENTS

The Government will provide the successful offeror with the required Army iWatch Antiterrorism Briefing documentation within two (2) business days of Contract Award.

Section B - Supplies or Services and Prices

PRICE SCHEDULE

PRICING SCHEDULE
for
W912BV23Q0060
Hydrostatic Testing, Repair, & Replacement
of
Carbon Dioxide (CO2) Cylinders
Tulsa District Powerhouses

CLIN	Description	Unit	Quantity	Price	Total
Base CLIN 0001:	Hydrostatic Testing and Inspection of CO2 Cylinders located at:				
	Robert S. Kerr Powerhouse	EA	145	\$	\$
	Tenkiller Powerhouse	EA	40	\$	\$
	Keystone Powerhouse	EA	72	\$	\$
	Fort Gibson Powerhouse	EA	40	\$	\$
	Webbers Falls Powerhouse	EA	45	\$	\$
	Denison Powerhouse	EA	48	\$	\$
	Broken Bow Powerhouse	EA	72	\$	\$
	Eufaula Powerhouse	EA	68	\$	\$
Total of Base CLIN 0001 (Total Qty = 530 cylinders):					\$
Option CLIN 0002:	Misc. Replacement	NTE			\$ 8,000.00
Option CLIN 0003:	Misc. Repair	NTE			\$ 8,000.00
Total of Option CLINs 0002 and 0003:					\$ 16,000.00
GRAND TOTAL (Base CLIN 0001 + Option CLINs 0002 & 0003):					\$

PRICE LIST
for
W912BV23Q0060
Option CLINs 0002 and 0003

Please list the cost for replacement of Carbon Dioxide (CO2) Cylinders:

Description	Unit	Price
Carbon Dioxide (CO2) Cylinder Replacement	EA	\$

Please list the most common repairs required for Carbon Dioxide (CO2) Cylinders and list pricing for those repairs:

Description of Repair	Unit	Price
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$
	EA	\$

SUBCONTRACTING INFO SHEET

SUBCONTRACTING INFORMATION:

Self-Performing:

Percentage of Work to be performed by the Offeror/Prime Contractor's own forces:

Subcontractor(s) *** - if no subcontractor(s), write NONE:

Name of Subcontractor	Address	Business Size based on NAICS Provided in the Solicitation (Small or Large)	Socio-economic Category ***	Percentage of Work to be Completed by Sub-Contractor

***Socio-economic categories for some small businesses include:

- Women-Owned Small Business (WOSB)
- Economically Disabled Women-Owned Small Business (EDWOSB)
- HUBZone
- 8(a)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)

***Offerors using a subcontractor(s) shall provide a signed and dated Letter of Commitment from each subcontractor. Offerors who fail to provide a signed and dated Letter of Commitment from each subcontractor will not be considered for award.

Section C - Descriptions and Specifications

SCOPE OF WORK (SOW)

Scope of Work (SOW)
Hydrostatic Testing, Repair, Replacement
of
Carbon Dioxide (CO₂) Cylinders
for
Tulsa District Powerhouses

1. General.

The contractor shall retrieve and transport CO₂ Cylinders from designated Powerhouses within Tulsa District, perform hydrostatic testing and inspection of CO₂ Cylinders, and transport/return CO₂ Cylinders to the Powerhouse from which they were retrieved. Services required for following locations:

1) Robert S. Kerr Powerhouse	145	cylinders
2) Tenkiller Powerhouse	40	cylinders
3) Keystone Powerhouse	72	cylinders
4) Fort Gibson Powerhouse	40	cylinders
5) Webbers Falls Powerhouse	45	cylinders
6) Denison Powerhouse	48	cylinders
7) Broken Bow Powerhouse	72	cylinders
8) Eufaula Powerhouse	68	cylinders
TOTAL	530	cylinders

By regulation, CO₂ fire suppression pressurized Cylinders will not be recharged without a hydrostatic test (and remarking) if more than 5 years have elapsed from the date of the last test. The testing cycle is 12 years if not discharged since the last hydrostatic test.

The total period of performance for the hydrostatic testing and any needed repairs and/or replacements shall be six (6) months from the award date of this contract. CO₂ Cylinders shall be hydrostatic tested within ninety (90) days from the award date of this contract.

2. Reference.

2.1. The following references shall be followed during the duration of the contract as applicable:

- 2.1.1. NFPA 1 Fire Code
- 2.1.2. NFPA 12 Carbon Dioxide Extinguishing System 2015
- 2.1.3. EM 385-1-1 Safety and Health Requirements Manual
- 2.1.4. 29 CFR 1910.157(f)
- 2.1.5. Manufacturer's Operation & Maintenance Manual
- 2.1.6. Attached listing of current CO₂ Cylinders at Hydropower facilities

3. Qualifications.

The Contractor shall be licensed by the state of their residence and/or the State of Oklahoma to service fire suppression systems that are equal to or compatible with our system. The Contractor shall confirm in writing that they stock spare parts that could be needed for cylinder repairs and at least 20 replacement CO₂ Cylinders. The

Contractor shall confirm in writing they have a minimum of three years of experience in the servicing of fire protection, CO2 systems in accordance with the National Fire Protection Association (NFPA) standards.

4. Work Requirements.

The Contractor shall retrieve the CO2 Cylinders from the powerhouse and perform a hydrostatic test of those CO2 Cylinders. The contractor shall then recharge the certified CO2 Cylinders and return them to the same powerhouse from which they were taken. The contractor shall provide documentation of the test for each cylinder. Documentation shall include the name of the person and/or agency that performed the last hydrostatic test, the test date, the signature of the person that performed the test, the serial number or other identifier of the cylinder that was tested and the test results.

Failed CO2 Cylinders/components: If the cylinder fails the hydrostatic test or a component is determined to require rebuild/replacement, the contractor shall inform the Powerhouse Point of Contact (POC) and Contracting Officer's Representative (COR) in writing. See Section 5 below for instructions on repair and replacement of damaged CO2 Cylinders.

Replacement CO2 Cylinders will include documentation of hydrostatic testing, as detailed above. The contractor shall be responsible for proper disposal of failed CO2 Cylinders and failed components.

5. Miscellaneous Repair and Replacement.

Option CLINs 0002 and 0003 are for addressing one or more anticipated, but unidentified (at the time of Contract award) repair or replacements necessary to meet project objectives. Costs for repair or replacement (via confirmation notices – Exhibit A) will be in accordance with the agreed upon repair and replacement price list submitted by the Contractor.

- a. Option CLIN 0002 is for the provision of up to \$8,000 for anticipated but unidentified needs relating to **replacement** necessary for performing the tasks under this contract.
- b. Option CLIN 0003 is for the provision of up to \$8,000 for anticipated but unidentified needs relating to **repair** necessary for performing the tasks under this contract.

The Government will provide a template Confirmation Notice (Exhibit A). The Contractor shall submit a signed Confirmation Notice documenting the work to be performed to the USACE COR and Contracting Officer for review and approval. The Confirmation Notice (Exhibit A) will document the agreed upon level of effort relative to tasks, schedule, and fix priced cost for the requested repair or replacement, and will be signed by the Contractor's authorized representative and the USACE Tulsa District Contracting Officer or COR. Repair or replacement is to be performed as authorized by USACE.

6. Cylinder Retrieval/Delivery.

Cylinder retrieval/delivery will be coordinated with the POC for each individual Powerhouse, with notification to the COR/designee. All retrievals and deliveries shall occur between 7:00 a.m. and 3:30 p.m. (Monday through Thursday), excluding Federal holidays, unless prior approval is obtained from the Powerhouse POC. Only one-half of the CO2 Cylinders shall be removed from the facility for testing at a time. This will require three (3) round trips to each facility; one trip to retrieve half of the CO2 Cylinders for testing, one trip to deliver the tested/filled CO2 Cylinders and retrieve the

remaining second half of the CO2 Cylinders, and one final trip to deliver the tested/filled CO2 Cylinders. The first half of the CO2 Cylinders shall be tested and returned to service before the second half of the CO2 Cylinders are removed from service. The amount of time between retrieval and return of CO2 Cylinders shall not exceed 10 working days (two weeks inclusive of weekends). This time requirement may be waived in the event of a failure during testing. All CO2 Cylinders at one facility shall be completed prior to beginning the testing of CO2 Cylinders from another facility.

7. Security.

Follow the AT/OPSEC form 6055 for security requirements.

Antiterrorism and Operations Security Requirements: The Contractor shall be responsible for ensuring all personnel, to include sub-contractor personnel, comply with the training requirements and procedures identified on the document titled "Antiterrorism/Operations Security Requirements" in Section H, Special Contract Requirements. When items for which training is identified, the Contractor shall ensure that all personnel complete acknowledgement for the specified training; the Contractor is responsible for ensuring all training acknowledgments, when applicable, are submitted to the COR or Contracting Officer within 10 calendar days of contract award (or NTP for construction contracts). In no event shall any contractor or sub-contractor personnel be onsite prior to completion of any applicable training.

Training materials and verification forms will be provided to the contractor within two business days of Contract Award.

8. Tulsa District Powerhouse Locations and Points of Contact.

8.1. Robert S. Kerr Powerhouse: Physical Address - 29759 Powerhouse Road, Keota, OK 74941. Located 7 miles south of Sallisaw, OK on State Highway 59, in Leflore County, on the Arkansas River. POC is Ronald Henry, 918-775-3474.

8.2. Tenkiller Powerhouse: Physical Address - 447273 East 984 Road, Gore, OK 74435. Located 6 miles north of Gore on State Hwy 100, in Sequoyah County on the Illinois River. POC is Lee Wall, 918-487-5988.

8.3. Keystone Powerhouse: Physical Address - 23115 West Wekiwa Road, Sand Springs, OK 74063. Located 15 miles west of Tulsa, OK on State Highway 51, in Tulsa County on the Arkansas River. POC is Tom Henry, 918-865-2919.

8.4. Fort Gibson Powerhouse: Physical Address - 21391 Hwy 251A, Fort Gibson, OK 74434. Located 15 miles northeast of Muskogee, OK on State Highway 80, in Cherokee County on the Grand River. POC is Tim Moore, 918-683-6466.

8.5. Webbers Falls Powerhouse: Physical Address - 14300 South Powerhouse Road, Webbers Falls, OK 74470. Located 20 miles southeast of Muskogee, OK and approximately 5 miles northwest of Webbers Falls, OK off the south end of the Muskogee Turnpike, in Muskogee County on the Arkansas River. POC is Billy Fite, 918-464-2122.

8.6. Denison Powerhouse: Physical Address - 351 Corps Road, Denison, TX 75020. Located approximately 5 miles northwest of Denison, TX, in Grayson County on the Red River. POC is Richard Belanger, 903-465-6263.

8.7. Broken Bow Powerhouse: Located 10 miles north of Broken Bow, OK on State Highway 259, in McCurtain County on the Mountain Fork River. POC is Hank Farley, 580-494-6379.

8.8. Eufaula Powerhouse: Located 10 miles southwest of Porum, OK on state highway 71 in McIntosh County on the Canadian River. POC is Matt Jones, 918-484-5439.

9. Invoicing.

After all testing, repairs, and replacements are completed, Contractor shall send invoice to the following for payment:

USACE, Tenkiller Powerhouse
Attn: Lee Wall
447273 East 984 Road
Gore, OK 74435-5227
E-mail: Lee.R.Wall@usace.army.mil

A copy of the approved, completed confirmation notices are to be submitted in conjunction with invoicing.

10. Warranty.

All testing and products shall be free from defects in workmanship and materials for a minimum period of one (1) year. In the event a defect in the product becomes apparent, within the one-year period, the contractor shall - at no cost to the government - repair or replace the product within thirty (30) days.

Section E - Inspection and Acceptance

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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Section H - Special Contract Requirements

WAGE DETERMINATIONSAPPLICABILITY OF WAGE RATES

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Wage Determination No. 2015-5143 (Rev. 21) is applicable to service work performed at the Robert S. Kerr Powerhouse located in Sequoyah County, Oklahoma to include all service requirements of this purchase order.

Wage Determination No. 2015-5143 (Rev. 21) is applicable to service work performed at the Tenkiller Powerhouse located in Sequoyah County, Oklahoma to include all service requirements of this purchase order.

Wage Determination No. 2015-5317 (Rev. 20) is applicable to service work performed at the Keystone Powerhouse located in Tulsa County, Oklahoma to include all service requirements of this purchase order.

Wage Determination No. 2015-5319 (Rev. 20) is applicable to service work performed at the Fort Gibson Powerhouse located in Cherokee County, Oklahoma to include all service requirements of this purchase order.

Wage Determination No. 2015-5319 (Rev. 20) is applicable to service work performed at the Webbers Falls Powerhouse located in Muskogee County, Oklahoma to include all service requirements of this purchase order.

Wage Determination No. 2015-5255 (Rev. 20) is applicable to service work performed at the Denison Powerhouse located in Grayson County, Texas to include all service requirements of this purchase order.

Wage Determination No. 2015-5333 (Rev. 21) is applicable to service work performed at the Broken Bow Powerhouse located in McCurtain County, Oklahoma to include all service requirements of this purchase order.

Wage Determination No. 2015-5333 (Rev. 21) is applicable to service work performed at the Eufaula Powerhouse located in Haskell County, Oklahoma to include all service requirements of this purchase order.

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"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
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5143 Revision No.: 21 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.

State: Oklahoma
Area: Oklahoma Counties of Le Flore, Sequoyah

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.50***
01012 - Accounting Clerk II		16.72
01013 - Accounting Clerk III		18.70
01020 - Administrative Assistant		22.67
01035 - Court Reporter		21.63
01041 - Customer Service Representative I		12.79***
01042 - Customer Service Representative II		13.95***
01043 - Customer Service Representative III		15.66***
01051 - Data Entry Operator I		13.12***
01052 - Data Entry Operator II		14.32***
01060 - Dispatcher, Motor Vehicle		17.99
01070 - Document Preparation Clerk		12.86***
01090 - Duplicating Machine Operator		12.86***
01111 - General Clerk I		12.88***
01112 - General Clerk II		14.05***
01113 - General Clerk III		16.83
01120 - Housing Referral Assistant		18.00
01141 - Messenger Courier		11.86***
01191 - Order Clerk I		15.14***

01192 - Order Clerk II	16.52
01261 - Personnel Assistant (Employment) I	15.95***
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.90
01270 - Production Control Clerk	22.17
01290 - Rental Clerk	13.59***
01300 - Scheduler, Maintenance	14.43***
01311 - Secretary I	14.43***
01312 - Secretary II	16.14***
01313 - Secretary III	18.00
01320 - Service Order Dispatcher	15.94***
01410 - Supply Technician	22.67
01420 - Survey Worker	13.89***
01460 - Switchboard Operator/Receptionist	13.38***
01531 - Travel Clerk I	13.30***
01532 - Travel Clerk II	14.42***
01533 - Travel Clerk III	15.20***
01611 - Word Processor I	12.86***
01612 - Word Processor II	14.43***
01613 - Word Processor III	16.14***
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.15
05010 - Automotive Electrician	20.01
05040 - Automotive Glass Installer	18.70
05070 - Automotive Worker	18.70
05110 - Mobile Equipment Servicer	16.14***
05130 - Motor Equipment Metal Mechanic	21.07
05160 - Motor Equipment Metal Worker	18.70
05190 - Motor Vehicle Mechanic	19.70
05220 - Motor Vehicle Mechanic Helper	14.84***
05250 - Motor Vehicle Upholstery Worker	17.43
05280 - Motor Vehicle Wrecker	18.70
05310 - Painter, Automotive	20.03
05340 - Radiator Repair Specialist	18.70
05370 - Tire Repairer	13.60***
05400 - Transmission Repair Specialist	21.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.41***
07041 - Cook I	11.00***
07042 - Cook II	12.74***
07070 - Dishwasher	11.23***
07130 - Food Service Worker	11.60***
07210 - Meat Cutter	13.91***
07260 - Waiter/Waitress	11.00***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.36***
09110 - Furniture Repairer, Minor	15.69***
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.29***
11060 - Elevator Operator	12.88***
11090 - Gardener	18.33
11122 - Housekeeping Aide	11.71***
11150 - Janitor	11.71***
11210 - Laborer, Grounds Maintenance	13.72***
11240 - Maid or Houseman	11.06***
11260 - Pruner	12.28***
11270 - Tractor Operator	16.86
11330 - Trail Maintenance Worker	13.72***

11360 - Window Cleaner	13.09***
12000 - Health Occupations	
12010 - Ambulance Driver	17.38
12011 - Breath Alcohol Technician	19.68
12012 - Certified Occupational Therapist Assistant	29.22
12015 - Certified Physical Therapist Assistant	29.66
12020 - Dental Assistant	17.16
12025 - Dental Hygienist	37.05
12030 - EKG Technician	27.56
12035 - Electroneurodiagnostic Technologist	27.56
12040 - Emergency Medical Technician	17.38
12071 - Licensed Practical Nurse I	17.60
12072 - Licensed Practical Nurse II	19.68
12073 - Licensed Practical Nurse III	21.93
12100 - Medical Assistant	14.03***
12130 - Medical Laboratory Technician	20.15
12160 - Medical Record Clerk	15.75***
12190 - Medical Record Technician	17.61
12195 - Medical Transcriptionist	17.71
12210 - Nuclear Medicine Technologist	43.25
12221 - Nursing Assistant I	12.05***
12222 - Nursing Assistant II	13.54***
12223 - Nursing Assistant III	14.78***
12224 - Nursing Assistant IV	16.60
12235 - Optical Dispenser	17.61
12236 - Optical Technician	17.13
12250 - Pharmacy Technician	14.01***
12280 - Phlebotomist	16.00***
12305 - Radiologic Technologist	24.78
12311 - Registered Nurse I	23.80
12312 - Registered Nurse II	29.11
12313 - Registered Nurse II, Specialist	29.11
12314 - Registered Nurse III	35.21
12315 - Registered Nurse III, Anesthetist	35.21
12316 - Registered Nurse IV	42.21
12317 - Scheduler (Drug and Alcohol Testing)	24.38
12320 - Substance Abuse Treatment Counselor	22.81
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.98
13012 - Exhibits Specialist II	26.00
13013 - Exhibits Specialist III	31.81
13041 - Illustrator I	20.98
13042 - Illustrator II	26.00
13043 - Illustrator III	31.81
13047 - Librarian	28.79
13050 - Library Aide/Clerk	12.34***
13054 - Library Information Technology Systems Administrator	26.00
13058 - Library Technician	20.98
13061 - Media Specialist I	18.76
13062 - Media Specialist II	20.98
13063 - Media Specialist III	23.39
13071 - Photographer I	18.76
13072 - Photographer II	20.98
13073 - Photographer III	26.00
13074 - Photographer IV	31.81
13075 - Photographer V	38.47
13090 - Technical Order Library Clerk	20.98
13110 - Video Teleconference Technician	18.76
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.18***
14042 - Computer Operator II	18.10

14043 - Computer Operator III	23.75
14044 - Computer Operator IV	27.62
14045 - Computer Operator V	30.38
14071 - Computer Programmer I	(see 1) 22.27
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.18***
14160 - Personal Computer Support Technician	28.80
14170 - System Support Specialist	24.19
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.16
15020 - Aircrew Training Devices Instructor (Rated)	35.28
15030 - Air Crew Training Devices Instructor (Pilot)	42.28
15050 - Computer Based Training Specialist / Instructor	29.16
15060 - Educational Technologist	32.80
15070 - Flight Instructor (Pilot)	42.28
15080 - Graphic Artist	19.54
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.28
15086 - Maintenance Test Pilot, Rotary Wing	42.28
15088 - Non-Maintenance Test/Co-Pilot	42.28
15090 - Technical Instructor	19.98
15095 - Technical Instructor/Course Developer	24.64
15110 - Test Proctor	16.12***
15120 - Tutor	16.12***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.46***
16030 - Counter Attendant	12.46***
16040 - Dry Cleaner	14.28***
16070 - Finisher, Flatwork, Machine	12.46***
16090 - Presser, Hand	12.46***
16110 - Presser, Machine, Drycleaning	12.46***
16130 - Presser, Machine, Shirts	12.46***
16160 - Presser, Machine, Wearing Apparel, Laundry	12.46***
16190 - Sewing Machine Operator	14.87***
16220 - Tailor	15.46***
16250 - Washer, Machine	13.04***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.15
19040 - Tool And Die Maker	25.31
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.60***
21030 - Material Coordinator	22.17
21040 - Material Expediter	22.17
21050 - Material Handling Laborer	13.30***
21071 - Order Filler	13.35***
21080 - Production Line Worker (Food Processing)	14.60***
21110 - Shipping Packer	14.34***
21130 - Shipping/Receiving Clerk	14.34***
21140 - Store Worker I	12.19***
21150 - Stock Clerk	16.90
21210 - Tools And Parts Attendant	14.60***
21410 - Warehouse Specialist	14.60***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.79
23019 - Aircraft Logs and Records Technician	17.57
23021 - Aircraft Mechanic I	21.51
23022 - Aircraft Mechanic II	22.79
23023 - Aircraft Mechanic III	24.12

23040 - Aircraft Mechanic Helper	14.99***
23050 - Aircraft, Painter	20.18
23060 - Aircraft Servicer	17.57
23070 - Aircraft Survival Flight Equipment Technician	20.18
23080 - Aircraft Worker	18.86
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	18.86
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.51
23110 - Appliance Mechanic	20.18
23120 - Bicycle Repairer	16.28
23125 - Cable Splicer	36.39
23130 - Carpenter, Maintenance	17.84
23140 - Carpet Layer	18.86
23160 - Electrician, Maintenance	22.44
23181 - Electronics Technician Maintenance I	22.50
23182 - Electronics Technician Maintenance II	24.10
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	17.57
23290 - Fire Alarm System Mechanic	19.76
23310 - Fire Extinguisher Repairer	16.28
23311 - Fuel Distribution System Mechanic	25.73
23312 - Fuel Distribution System Operator	19.47
23370 - General Maintenance Worker	16.93
23380 - Ground Support Equipment Mechanic	21.51
23381 - Ground Support Equipment Servicer	17.57
23382 - Ground Support Equipment Worker	18.86
23391 - Gunsmith I	16.28
23392 - Gunsmith II	18.86
23393 - Gunsmith III	21.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.07
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20.21
23430 - Heavy Equipment Mechanic	23.74
23440 - Heavy Equipment Operator	18.11
23460 - Instrument Mechanic	21.51
23465 - Laboratory/Shelter Mechanic	20.18
23470 - Laborer	13.30***
23510 - Locksmith	20.18
23530 - Machinery Maintenance Mechanic	22.77
23550 - Machinist, Maintenance	21.44
23580 - Maintenance Trades Helper	13.06***
23591 - Metrology Technician I	21.51
23592 - Metrology Technician II	22.79
23593 - Metrology Technician III	24.12
23640 - Millwright	24.46
23710 - Office Appliance Repairer	21.65
23760 - Painter, Maintenance	16.96
23790 - Pipefitter, Maintenance	22.94
23810 - Plumber, Maintenance	21.50
23820 - Pneudraulic Systems Mechanic	21.51
23850 - Rigger	21.51
23870 - Scale Mechanic	18.86
23890 - Sheet-Metal Worker, Maintenance	17.74
23910 - Small Engine Mechanic	18.80
23931 - Telecommunications Mechanic I	25.74
23932 - Telecommunications Mechanic II	27.18
23950 - Telephone Lineman	31.90
23960 - Welder, Combination, Maintenance	20.25
23965 - Well Driller	21.51
23970 - Woodcraft Worker	21.51
23980 - Woodworker	16.28
24000 - Personal Needs Occupations	
24550 - Case Manager	14.91***

24570 - Child Care Attendant	11.00***
24580 - Child Care Center Clerk	13.72***
24610 - Chore Aide	11.09***
24620 - Family Readiness And Support Services Coordinator	14.91***
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.51
25040 - Sewage Plant Operator	17.33
25070 - Stationary Engineer	21.51
25190 - Ventilation Equipment Tender	14.99***
25210 - Water Treatment Plant Operator	17.33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.51***
27007 - Baggage Inspector	12.02***
27008 - Corrections Officer	14.51***
27010 - Court Security Officer	16.43
27030 - Detection Dog Handler	13.80***
27040 - Detention Officer	14.51***
27070 - Firefighter	19.43
27101 - Guard I	12.02***
27102 - Guard II	13.80***
27131 - Police Officer I	19.44
27132 - Police Officer II	21.61
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.10***
28042 - Carnival Equipment Repairer	16.41
28043 - Carnival Worker	11.00***
28210 - Gate Attendant/Gate Tender	14.00***
28310 - Lifeguard	12.25***
28350 - Park Attendant (Aide)	15.66***
28510 - Recreation Aide/Health Facility Attendant	11.44***
28515 - Recreation Specialist	19.06
28630 - Sports Official	12.47***
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.56
29020 - Hatch Tender	25.56
29030 - Line Handler	25.56
29041 - Stevedore I	23.82
29042 - Stevedore II	27.36
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	19.38
30022 - Archeological Technician II	21.67
30023 - Archeological Technician III	26.84
30030 - Cartographic Technician	26.84
30040 - Civil Engineering Technician	25.64
30051 - Cryogenic Technician I	28.21
30052 - Cryogenic Technician II	31.16
30061 - Drafter/CAD Operator I	19.38
30062 - Drafter/CAD Operator II	21.67
30063 - Drafter/CAD Operator III	24.15
30064 - Drafter/CAD Operator IV	29.73
30081 - Engineering Technician I	17.25
30082 - Engineering Technician II	19.38
30083 - Engineering Technician III	21.67
30084 - Engineering Technician IV	26.84
30085 - Engineering Technician V	32.84
30086 - Engineering Technician VI	39.74
30090 - Environmental Technician	25.47

30095 - Evidence Control Specialist	25.47
30210 - Laboratory Technician	24.15
30221 - Latent Fingerprint Technician I	28.21
30222 - Latent Fingerprint Technician II	31.16
30240 - Mathematical Technician	26.84
30361 - Paralegal/Legal Assistant I	18.82
30362 - Paralegal/Legal Assistant II	23.32
30363 - Paralegal/Legal Assistant III	28.52
30364 - Paralegal/Legal Assistant IV	34.51
30375 - Petroleum Supply Specialist	31.16
30390 - Photo-Optics Technician	26.84
30395 - Radiation Control Technician	31.16
30461 - Technical Writer I	25.47
30462 - Technical Writer II	31.16
30463 - Technical Writer III	37.69
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.21
30502 - Weather Forecaster II	34.31
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.15
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.78***
31030 - Bus Driver	18.41
31043 - Driver Courier	13.12***
31260 - Parking and Lot Attendant	11.21***
31290 - Shuttle Bus Driver	13.60***
31310 - Taxi Driver	10.53***
31361 - Truckdriver, Light	14.27***
31362 - Truckdriver, Medium	15.41***
31363 - Truckdriver, Heavy	22.86
31364 - Truckdriver, Tractor-Trailer	22.86
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.00***
99050 - Desk Clerk	11.00***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.67***
99252 - Laboratory Animal Caretaker II	14.86***
99260 - Marketing Analyst	27.87
99310 - Mortician	26.22
99410 - Pest Controller	15.39***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	16.32
99711 - Recycling Specialist	20.03
99730 - Refuse Collector	14.60***
99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	13.38***
99830 - Survey Party Chief	22.23
99831 - Surveying Aide	13.20***
99832 - Surveying Technician	20.88
99840 - Vending Machine Attendant	15.41***
99841 - Vending Machine Repairer	18.98
99842 - Vending Machine Repairer Helper	15.41***

***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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have

a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Area: Oklahoma Counties of Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, Wagoner

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.17***
01012 - Accounting Clerk II		18.16
01013 - Accounting Clerk III		20.31
01020 - Administrative Assistant		23.31
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		13.76***
01042 - Customer Service Representative II		15.03***
01043 - Customer Service Representative III		16.87
01051 - Data Entry Operator I		14.11***
01052 - Data Entry Operator II		15.39***
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		17.48
01090 - Duplicating Machine Operator		17.48
01111 - General Clerk I		13.46***
01112 - General Clerk II		14.68***
01113 - General Clerk III		16.83
01120 - Housing Referral Assistant		20.65
01141 - Messenger Courier		14.81***
01191 - Order Clerk I		15.74***
01192 - Order Clerk II		18.10
01261 - Personnel Assistant (Employment) I		16.79
01262 - Personnel Assistant (Employment) II		18.77
01263 - Personnel Assistant (Employment) III		20.92
01270 - Production Control Clerk		23.01
01290 - Rental Clerk		13.86***
01300 - Scheduler, Maintenance		16.57
01311 - Secretary I		16.57
01312 - Secretary II		18.53
01313 - Secretary III		20.65
01320 - Service Order Dispatcher		16.35
01410 - Supply Technician		23.31
01420 - Survey Worker		17.75
01460 - Switchboard Operator/Receptionist		14.34***
01531 - Travel Clerk I		16.38
01532 - Travel Clerk II		17.45
01533 - Travel Clerk III		18.23
01611 - Word Processor I		14.75***
01612 - Word Processor II		16.57
01613 - Word Processor III		18.53
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.86
05010 - Automotive Electrician		20.01
05040 - Automotive Glass Installer		18.96
05070 - Automotive Worker		18.96
05110 - Mobile Equipment Servicer		16.65
05130 - Motor Equipment Metal Mechanic		21.07
05160 - Motor Equipment Metal Worker		18.96
05190 - Motor Vehicle Mechanic		20.04
05220 - Motor Vehicle Mechanic Helper		15.23***
05250 - Motor Vehicle Upholstery Worker		17.69
05280 - Motor Vehicle Wrecker		18.91
05310 - Painter, Automotive		20.04
05340 - Radiator Repair Specialist		18.96
05370 - Tire Repairer		14.47***
05400 - Transmission Repair Specialist		21.07

07000 - Food Preparation And Service Occupations	
07010 - Baker	13.24***
07041 - Cook I	12.13***
07042 - Cook II	14.29***
07070 - Dishwasher	11.39***
07130 - Food Service Worker	12.30***
07210 - Meat Cutter	13.39***
07260 - Waiter/Waitress	9.03***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.76
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	18.12
09090 - Furniture Refinisher Helper	13.06***
09110 - Furniture Repairer, Minor	15.57***
09130 - Upholsterer	18.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.02***
11060 - Elevator Operator	13.02***
11090 - Gardener	20.00
11122 - Housekeeping Aide	12.55***
11150 - Janitor	12.55***
11210 - Laborer, Grounds Maintenance	14.55***
11240 - Maid or Houseman	11.15***
11260 - Pruner	12.78***
11270 - Tractor Operator	18.20
11330 - Trail Maintenance Worker	14.55***
11360 - Window Cleaner	14.29***
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	20.58
12012 - Certified Occupational Therapist Assistant	34.25
12015 - Certified Physical Therapist Assistant	29.05
12020 - Dental Assistant	18.27
12025 - Dental Hygienist	46.24
12030 - EKG Technician	21.69
12035 - Electroneurodiagnostic Technologist	21.69
12040 - Emergency Medical Technician	17.99
12071 - Licensed Practical Nurse I	18.39
12072 - Licensed Practical Nurse II	20.58
12073 - Licensed Practical Nurse III	22.94
12100 - Medical Assistant	15.63***
12130 - Medical Laboratory Technician	22.59
12160 - Medical Record Clerk	17.34
12190 - Medical Record Technician	19.39
12195 - Medical Transcriptionist	19.82
12210 - Nuclear Medicine Technologist	37.40
12221 - Nursing Assistant I	11.59***
12222 - Nursing Assistant II	13.02***
12223 - Nursing Assistant III	14.21***
12224 - Nursing Assistant IV	15.95***
12235 - Optical Dispenser	14.54***
12236 - Optical Technician	16.63
12250 - Pharmacy Technician	14.90***
12280 - Phlebotomist	14.63***
12305 - Radiologic Technologist	28.50
12311 - Registered Nurse I	24.52
12312 - Registered Nurse II	30.00
12313 - Registered Nurse II, Specialist	30.00
12314 - Registered Nurse III	36.29
12315 - Registered Nurse III, Anesthetist	36.29
12316 - Registered Nurse IV	43.50
12317 - Scheduler (Drug and Alcohol Testing)	25.50

12320 - Substance Abuse Treatment Counselor	24.70
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	14.10***
13054 - Library Information Technology Systems Administrator	26.07
13058 - Library Technician	15.41***
13061 - Media Specialist I	18.81
13062 - Media Specialist II	21.04
13063 - Media Specialist III	23.46
13071 - Photographer I	16.32
13072 - Photographer II	18.26
13073 - Photographer III	22.62
13074 - Photographer IV	27.67
13075 - Photographer V	33.48
13090 - Technical Order Library Clerk	17.70
13110 - Video Teleconference Technician	22.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.95
14042 - Computer Operator II	21.19
14043 - Computer Operator III	23.75
14044 - Computer Operator IV	26.45
14045 - Computer Operator V	29.29
14071 - Computer Programmer I	(see 1) 22.27
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.95
14160 - Personal Computer Support Technician	28.80
14170 - System Support Specialist	34.54
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.55
15020 - Aircrew Training Devices Instructor (Rated)	35.76
15030 - Air Crew Training Devices Instructor (Pilot)	42.85
15050 - Computer Based Training Specialist / Instructor	29.55
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	42.85
15080 - Graphic Artist	23.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.85
15086 - Maintenance Test Pilot, Rotary Wing	42.85
15088 - Non-Maintenance Test/Co-Pilot	42.85
15090 - Technical Instructor	21.78
15095 - Technical Instructor/Course Developer	26.64
15110 - Test Proctor	17.58
15120 - Tutor	17.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.99***
16030 - Counter Attendant	9.99***
16040 - Dry Cleaner	12.73***
16070 - Finisher, Flatwork, Machine	9.99***
16090 - Presser, Hand	9.99***
16110 - Presser, Machine, Drycleaning	9.99***
16130 - Presser, Machine, Shirts	9.99***

16160 - Presser, Machine, Wearing Apparel, Laundry	9.99***
16190 - Sewing Machine Operator	13.65***
16220 - Tailor	14.57***
16250 - Washer, Machine	10.93***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.03
19040 - Tool And Die Maker	29.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.46
21030 - Material Coordinator	23.01
21040 - Material Expediter	23.01
21050 - Material Handling Laborer	14.48***
21071 - Order Filler	14.39***
21080 - Production Line Worker (Food Processing)	17.46
21110 - Shipping Packer	17.48
21130 - Shipping/Receiving Clerk	17.48
21140 - Store Worker I	12.19***
21150 - Stock Clerk	17.05
21210 - Tools And Parts Attendant	17.46
21410 - Warehouse Specialist	17.46
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.39
23019 - Aircraft Logs and Records Technician	25.23
23021 - Aircraft Mechanic I	31.45
23022 - Aircraft Mechanic II	33.39
23023 - Aircraft Mechanic III	35.42
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	29.36
23060 - Aircraft Servicer	25.23
23070 - Aircraft Survival Flight Equipment Technician	29.36
23080 - Aircraft Worker	27.29
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.45
23110 - Appliance Mechanic	19.41
23120 - Bicycle Repairer	19.23
23125 - Cable Splicer	29.87
23130 - Carpenter, Maintenance	22.04
23140 - Carpet Layer	21.04
23160 - Electrician, Maintenance	28.52
23181 - Electronics Technician Maintenance I	26.35
23182 - Electronics Technician Maintenance II	28.35
23183 - Electronics Technician Maintenance III	30.36
23260 - Fabric Worker	20.95
23290 - Fire Alarm System Mechanic	23.40
23310 - Fire Extinguisher Repairer	19.23
23311 - Fuel Distribution System Mechanic	34.40
23312 - Fuel Distribution System Operator	25.38
23370 - General Maintenance Worker	17.82
23380 - Ground Support Equipment Mechanic	31.45
23381 - Ground Support Equipment Servicer	25.23
23382 - Ground Support Equipment Worker	27.29
23391 - Gunsmith I	19.23
23392 - Gunsmith II	22.66
23393 - Gunsmith III	26.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.29
23430 - Heavy Equipment Mechanic	26.42
23440 - Heavy Equipment Operator	20.55
23460 - Instrument Mechanic	26.11
23465 - Laboratory/Shelter Mechanic	24.37
23470 - Laborer	14.48***

23510 - Locksmith	21.98
23530 - Machinery Maintenance Mechanic	28.82
23550 - Machinist, Maintenance	23.00
23580 - Maintenance Trades Helper	17.17
23591 - Metrology Technician I	26.11
23592 - Metrology Technician II	27.72
23593 - Metrology Technician III	29.41
23640 - Millwright	26.91
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	18.49
23790 - Pipefitter, Maintenance	28.00
23810 - Plumber, Maintenance	26.14
23820 - Pneudraulic Systems Mechanic	26.11
23850 - Rigger	21.69
23870 - Scale Mechanic	22.66
23890 - Sheet-Metal Worker, Maintenance	22.69
23910 - Small Engine Mechanic	19.14
23931 - Telecommunications Mechanic I	28.83
23932 - Telecommunications Mechanic II	30.61
23950 - Telephone Lineman	28.83
23960 - Welder, Combination, Maintenance	22.95
23965 - Well Driller	24.87
23970 - Woodcraft Worker	26.11
23980 - Woodworker	19.23
24000 - Personal Needs Occupations	
24550 - Case Manager	17.55
24570 - Child Care Attendant	10.85***
24580 - Child Care Center Clerk	13.53***
24610 - Chore Aide	11.07***
24620 - Family Readiness And Support Services Coordinator	17.55
24630 - Homemaker	17.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.74
25040 - Sewage Plant Operator	18.06
25070 - Stationary Engineer	32.74
25190 - Ventilation Equipment Tender	21.98
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.92
27007 - Baggage Inspector	14.30***
27008 - Corrections Officer	17.18
27010 - Court Security Officer	20.75
27030 - Detection Dog Handler	16.00***
27040 - Detention Officer	17.18
27070 - Firefighter	23.51
27101 - Guard I	14.30***
27102 - Guard II	16.00***
27131 - Police Officer I	25.41
27132 - Police Officer II	28.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.43***
28042 - Carnival Equipment Repairer	14.76***
28043 - Carnival Worker	9.43***
28210 - Gate Attendant/Gate Tender	17.30
28310 - Lifeguard	11.48***
28350 - Park Attendant (Aide)	19.34
28510 - Recreation Aide/Health Facility Attendant	14.11***
28515 - Recreation Specialist	23.96
28630 - Sports Official	15.40***
28690 - Swimming Pool Operator	17.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.01

29020 - Hatch Tender	27.01
29030 - Line Handler	27.01
29041 - Stevedore I	24.97
29042 - Stevedore II	29.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.83
30022 - Archeological Technician II	21.06
30023 - Archeological Technician III	26.10
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	26.85
30051 - Cryogenic Technician I	28.90
30052 - Cryogenic Technician II	31.93
30061 - Drafter/CAD Operator I	18.83
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.48
30064 - Drafter/CAD Operator IV	28.90
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	22.77
30095 - Evidence Control Specialist	26.10
30210 - Laboratory Technician	24.66
30221 - Latent Fingerprint Technician I	28.90
30222 - Latent Fingerprint Technician II	31.93
30240 - Mathematical Technician	31.28
30361 - Paralegal/Legal Assistant I	19.15
30362 - Paralegal/Legal Assistant II	23.19
30363 - Paralegal/Legal Assistant III	28.36
30364 - Paralegal/Legal Assistant IV	34.34
30375 - Petroleum Supply Specialist	31.93
30390 - Photo-Optics Technician	26.10
30395 - Radiation Control Technician	31.93
30461 - Technical Writer I	25.14
30462 - Technical Writer II	30.76
30463 - Technical Writer III	37.21
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.90
30502 - Weather Forecaster II	35.15
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.48
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.00***
31030 - Bus Driver	17.94
31043 - Driver Courier	15.88***
31260 - Parking and Lot Attendant	11.31***
31290 - Shuttle Bus Driver	15.89***
31310 - Taxi Driver	13.26***
31361 - Truckdriver, Light	17.48
31362 - Truckdriver, Medium	19.04
31363 - Truckdriver, Heavy	25.01

31364 - Truckdriver, Tractor-Trailer	25.01
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.05***
99050 - Desk Clerk	10.98***
99095 - Embalmer	23.85
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.18***
99252 - Laboratory Animal Caretaker II	15.61***
99260 - Marketing Analyst	29.73
99310 - Mortician	23.85
99410 - Pest Controller	17.06
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.01
99711 - Recycling Specialist	23.78
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	9.94***
99830 - Survey Party Chief	29.92
99831 - Surveying Aide	17.77
99832 - Surveying Technician	28.11
99840 - Vending Machine Attendant	15.97***
99841 - Vending Machine Repairer	20.65
99842 - Vending Machine Repairer Helper	15.97***

***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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to

ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor

prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

"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.: 2015-5319
Daniel W. Simms	Division of	Revision No.: 20
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 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.

State: Oklahoma

Area: Oklahoma Counties of Adair, Cherokee, Craig, Delaware, Mayes, McIntosh, Muskogee, Nowata, Okfuskee, Ottawa, Washington

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.14***
01012 - Accounting Clerk II		16.53
01013 - Accounting Clerk III		18.48
01020 - Administrative Assistant		19.04
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		12.76***
01042 - Customer Service Representative II		13.92***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		13.18***
01052 - Data Entry Operator II		14.38***
01060 - Dispatcher, Motor Vehicle		18.12
01070 - Document Preparation Clerk		12.66***
01090 - Duplicating Machine Operator		12.66***
01111 - General Clerk I		13.14***
01112 - General Clerk II		14.34***
01113 - General Clerk III		16.83
01120 - Housing Referral Assistant		17.49
01141 - Messenger Courier		14.37***
01191 - Order Clerk I		13.12***
01192 - Order Clerk II		15.17***
01261 - Personnel Assistant (Employment) I		15.86***
01262 - Personnel Assistant (Employment) II		17.74
01263 - Personnel Assistant (Employment) III		19.78
01270 - Production Control Clerk		22.66
01290 - Rental Clerk		13.33***
01300 - Scheduler, Maintenance		14.02***
01311 - Secretary I		14.02***
01312 - Secretary II		15.68***
01313 - Secretary III		17.49

01320 - Service Order Dispatcher	16.20
01410 - Supply Technician	19.04
01420 - Survey Worker	13.80***
01460 - Switchboard Operator/Receptionist	13.58***
01531 - Travel Clerk I	13.84***
01532 - Travel Clerk II	14.74***
01533 - Travel Clerk III	16.51
01611 - Word Processor I	12.49***
01612 - Word Processor II	14.02***
01613 - Word Processor III	15.68***
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.15
05010 - Automotive Electrician	18.19
05040 - Automotive Glass Installer	17.24
05070 - Automotive Worker	17.24
05110 - Mobile Equipment Servicer	15.14***
05130 - Motor Equipment Metal Mechanic	19.15
05160 - Motor Equipment Metal Worker	17.24
05190 - Motor Vehicle Mechanic	18.51
05220 - Motor Vehicle Mechanic Helper	13.98***
05250 - Motor Vehicle Upholstery Worker	16.08***
05280 - Motor Vehicle Wrecker	17.19
05310 - Painter, Automotive	18.22
05340 - Radiator Repair Specialist	17.24
05370 - Tire Repairer	14.21***
05400 - Transmission Repair Specialist	19.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.22***
07041 - Cook I	11.22***
07042 - Cook II	13.22***
07070 - Dishwasher	9.35***
07130 - Food Service Worker	10.26***
07210 - Meat Cutter	13.59***
07260 - Waiter/Waitress	9.49***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.06***
09110 - Furniture Repairer, Minor	15.51***
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.59***
11060 - Elevator Operator	11.40***
11090 - Gardener	18.86
11122 - Housekeeping Aide	11.40***
11150 - Janitor	11.40***
11210 - Laborer, Grounds Maintenance	13.68***
11240 - Maid or Houseman	10.60***
11260 - Pruner	12.02***
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	13.68***
11360 - Window Cleaner	12.98***
12000 - Health Occupations	
12010 - Ambulance Driver	15.17***
12011 - Breath Alcohol Technician	19.79
12012 - Certified Occupational Therapist Assistant	33.14
12015 - Certified Physical Therapist Assistant	34.98
12020 - Dental Assistant	18.63
12025 - Dental Hygienist	45.08
12030 - EKG Technician	25.05
12035 - Electroneurodiagnostic Technologist	25.05

12040 - Emergency Medical Technician	15.17***
12071 - Licensed Practical Nurse I	17.69
12072 - Licensed Practical Nurse II	19.79
12073 - Licensed Practical Nurse III	22.06
12100 - Medical Assistant	14.05***
12130 - Medical Laboratory Technician	22.81
12160 - Medical Record Clerk	17.67
12190 - Medical Record Technician	19.77
12195 - Medical Transcriptionist	17.69
12210 - Nuclear Medicine Technologist	43.50
12221 - Nursing Assistant I	12.14***
12222 - Nursing Assistant II	13.64***
12223 - Nursing Assistant III	14.89***
12224 - Nursing Assistant IV	16.72
12235 - Optical Dispenser	14.54***
12236 - Optical Technician	17.69
12250 - Pharmacy Technician	17.04
12280 - Phlebotomist	14.00***
12305 - Radiologic Technologist	25.96
12311 - Registered Nurse I	24.52
12312 - Registered Nurse II	30.00
12313 - Registered Nurse II, Specialist	30.00
12314 - Registered Nurse III	36.29
12315 - Registered Nurse III, Anesthetist	36.29
12316 - Registered Nurse IV	43.50
12317 - Scheduler (Drug and Alcohol Testing)	24.52
12320 - Substance Abuse Treatment Counselor	22.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.95
13012 - Exhibits Specialist II	22.25
13013 - Exhibits Specialist III	27.23
13041 - Illustrator I	18.95
13042 - Illustrator II	22.25
13043 - Illustrator III	27.23
13047 - Librarian	22.52
13050 - Library Aide/Clerk	10.89***
13054 - Library Information Technology Systems Administrator	20.34
13058 - Library Technician	13.71***
13061 - Media Specialist I	14.67***
13062 - Media Specialist II	16.41
13063 - Media Specialist III	18.30
13071 - Photographer I	15.06***
13072 - Photographer II	17.50
13073 - Photographer III	20.54
13074 - Photographer IV	25.14
13075 - Photographer V	30.42
13090 - Technical Order Library Clerk	15.74***
13110 - Video Teleconference Technician	15.24***
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.40
14042 - Computer Operator II	20.59
14043 - Computer Operator III	23.87
14044 - Computer Operator IV	26.53
14045 - Computer Operator V	29.38
14071 - Computer Programmer I	(see 1) 24.50
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	18.40
14160 - Personal Computer Support Technician	28.80
14170 - System Support Specialist	29.38
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.95
15020 - Aircrew Training Devices Instructor (Rated)	37.44
15030 - Air Crew Training Devices Instructor (Pilot)	44.87
15050 - Computer Based Training Specialist / Instructor	30.95
15060 - Educational Technologist	28.76
15070 - Flight Instructor (Pilot)	44.87
15080 - Graphic Artist	20.97
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.87
15086 - Maintenance Test Pilot, Rotary Wing	44.87
15088 - Non-Maintenance Test/Co-Pilot	44.87
15090 - Technical Instructor	19.20
15095 - Technical Instructor/Course Developer	23.49
15110 - Test Proctor	15.50***
15120 - Tutor	15.50***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.99***
16030 - Counter Attendant	9.99***
16040 - Dry Cleaner	12.73***
16070 - Finisher, Flatwork, Machine	9.99***
16090 - Presser, Hand	9.99***
16110 - Presser, Machine, Drycleaning	9.99***
16130 - Presser, Machine, Shirts	9.99***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.99***
16190 - Sewing Machine Operator	13.65***
16220 - Tailor	14.57***
16250 - Washer, Machine	10.93***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.58
19040 - Tool And Die Maker	27.31
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.45
21030 - Material Coordinator	22.66
21040 - Material Expediter	22.66
21050 - Material Handling Laborer	13.34***
21071 - Order Filler	13.50***
21080 - Production Line Worker (Food Processing)	17.45
21110 - Shipping Packer	15.07***
21130 - Shipping/Receiving Clerk	15.07***
21140 - Store Worker I	12.19***
21150 - Stock Clerk	17.05
21210 - Tools And Parts Attendant	17.45
21410 - Warehouse Specialist	17.45
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.54
23019 - Aircraft Logs and Records Technician	18.54
23021 - Aircraft Mechanic I	23.12
23022 - Aircraft Mechanic II	24.54
23023 - Aircraft Mechanic III	26.04
23040 - Aircraft Mechanic Helper	15.52***
23050 - Aircraft, Painter	21.58
23060 - Aircraft Servicer	18.54
23070 - Aircraft Survival Flight Equipment Technician	21.58
23080 - Aircraft Worker	20.06
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.06
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.12
23110 - Appliance Mechanic	21.22
23120 - Bicycle Repairer	17.06
23125 - Cable Splicer	31.01

23130 - Carpenter, Maintenance	18.27
23140 - Carpet Layer	20.06
23160 - Electrician, Maintenance	27.35
23181 - Electronics Technician Maintenance I	26.62
23182 - Electronics Technician Maintenance II	28.63
23183 - Electronics Technician Maintenance III	30.67
23260 - Fabric Worker	18.54
23290 - Fire Alarm System Mechanic	20.57
23310 - Fire Extinguisher Repairer	17.06
23311 - Fuel Distribution System Mechanic	23.78
23312 - Fuel Distribution System Operator	17.61
23370 - General Maintenance Worker	16.08***
23380 - Ground Support Equipment Mechanic	23.12
23381 - Ground Support Equipment Servicer	18.54
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	17.06
23392 - Gunsmith II	20.06
23393 - Gunsmith III	23.12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.37
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	22.69
23430 - Heavy Equipment Mechanic	23.26
23440 - Heavy Equipment Operator	19.19
23460 - Instrument Mechanic	23.12
23465 - Laboratory/Shelter Mechanic	21.58
23470 - Laborer	13.34***
23510 - Locksmith	21.58
23530 - Machinery Maintenance Mechanic	29.11
23550 - Machinist, Maintenance	21.11
23580 - Maintenance Trades Helper	13.80***
23591 - Metrology Technician I	23.12
23592 - Metrology Technician II	24.54
23593 - Metrology Technician III	26.04
23640 - Millwright	26.77
23710 - Office Appliance Repairer	21.58
23760 - Painter, Maintenance	17.07
23790 - Pipefitter, Maintenance	24.77
23810 - Plumber, Maintenance	23.16
23820 - Pneudraulic Systems Mechanic	23.12
23850 - Rigger	23.12
23870 - Scale Mechanic	20.06
23890 - Sheet-Metal Worker, Maintenance	21.07
23910 - Small Engine Mechanic	18.96
23931 - Telecommunications Mechanic I	26.00
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	34.13
23960 - Welder, Combination, Maintenance	18.14
23965 - Well Driller	22.73
23970 - Woodcraft Worker	23.12
23980 - Woodworker	17.06
24000 - Personal Needs Occupations	
24550 - Case Manager	15.16***
24570 - Child Care Attendant	10.72***
24580 - Child Care Center Clerk	13.37***
24610 - Chore Aide	10.31***
24620 - Family Readiness And Support Services Coordinator	15.16***
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.36
25040 - Sewage Plant Operator	17.65
25070 - Stationary Engineer	26.36
25190 - Ventilation Equipment Tender	17.88

25210 - Water Treatment Plant Operator	17.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.01***
27007 - Baggage Inspector	13.81***
27008 - Corrections Officer	16.26
27010 - Court Security Officer	17.50
27030 - Detection Dog Handler	15.45***
27040 - Detention Officer	16.26
27070 - Firefighter	19.43
27101 - Guard I	13.81***
27102 - Guard II	15.45***
27131 - Police Officer I	19.32
27132 - Police Officer II	21.47
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.36***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.38***
28210 - Gate Attendant/Gate Tender	15.44***
28310 - Lifeguard	13.75***
28350 - Park Attendant (Aide)	17.27
28510 - Recreation Aide/Health Facility Attendant	12.60***
28515 - Recreation Specialist	21.40
28630 - Sports Official	13.75***
28690 - Swimming Pool Operator	17.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.08
29020 - Hatch Tender	20.08
29030 - Line Handler	20.08
29041 - Stevedore I	18.56
29042 - Stevedore II	21.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.07
30022 - Archeological Technician II	20.87
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.85
30040 - Civil Engineering Technician	25.05
30051 - Cryogenic Technician I	27.74
30052 - Cryogenic Technician II	30.65
30061 - Drafter/CAD Operator I	18.07
30062 - Drafter/CAD Operator II	20.87
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.64
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	25.05
30095 - Evidence Control Specialist	25.05
30210 - Laboratory Technician	25.61
30221 - Latent Fingerprint Technician I	27.74
30222 - Latent Fingerprint Technician II	30.65
30240 - Mathematical Technician	25.85
30361 - Paralegal/Legal Assistant I	18.55
30362 - Paralegal/Legal Assistant II	22.97
30363 - Paralegal/Legal Assistant III	27.73
30364 - Paralegal/Legal Assistant IV	34.00
30375 - Petroleum Supply Specialist	30.65

30390 - Photo-Optics Technician	25.85
30395 - Radiation Control Technician	30.65
30461 - Technical Writer I	25.05
30462 - Technical Writer II	30.65
30463 - Technical Writer III	37.07
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.64
30502 - Weather Forecaster II	34.83
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.28
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	11.74***
31030 - Bus Driver	16.81
31043 - Driver Courier	14.07***
31260 - Parking and Lot Attendant	10.03***
31290 - Shuttle Bus Driver	14.55***
31310 - Taxi Driver	11.27***
31361 - Truckdriver, Light	15.46***
31362 - Truckdriver, Medium	16.81
31363 - Truckdriver, Heavy	21.90
31364 - Truckdriver, Tractor-Trailer	21.90
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	10.69***
99050 - Desk Clerk	10.64***
99095 - Embalmer	25.01
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.93***
99252 - Laboratory Animal Caretaker II	14.87***
99260 - Marketing Analyst	22.69
99310 - Mortician	25.01
99410 - Pest Controller	14.80***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	16.20
99711 - Recycling Specialist	20.21
99730 - Refuse Collector	14.23***
99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	13.30***
99830 - Survey Party Chief	22.23
99831 - Surveying Aide	13.20***
99832 - Surveying Technician	20.88
99840 - Vending Machine Attendant	12.74***
99841 - Vending Machine Repairer	15.68***
99842 - Vending Machine Repairer Helper	12.74***

***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.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1,

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (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))."

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5255
Director	Wage Determinations	Revision No.: 20
		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.

State: Texas
Area: Texas County of Grayson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.99***
01012 - Accounting Clerk II		17.94
01013 - Accounting Clerk III		20.07

01020 - Administrative Assistant	27.06
01035 - Court Reporter	19.02
01041 - Customer Service Representative I	14.27***
01042 - Customer Service Representative II	15.78***
01043 - Customer Service Representative III	17.47
01051 - Data Entry Operator I	13.20***
01052 - Data Entry Operator II	14.41***
01060 - Dispatcher, Motor Vehicle	21.36
01070 - Document Preparation Clerk	14.24***
01090 - Duplicating Machine Operator	14.24***
01111 - General Clerk I	14.36***
01112 - General Clerk II	15.67***
01113 - General Clerk III	17.58
01120 - Housing Referral Assistant	21.60
01141 - Messenger Courier	11.86***
01191 - Order Clerk I	17.31
01192 - Order Clerk II	18.89
01261 - Personnel Assistant (Employment) I	17.86
01262 - Personnel Assistant (Employment) II	19.98
01263 - Personnel Assistant (Employment) III	22.27
01270 - Production Control Clerk	21.56
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	17.32
01311 - Secretary I	17.32
01312 - Secretary II	19.38
01313 - Secretary III	21.60
01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	27.06
01420 - Survey Worker	19.02
01460 - Switchboard Operator/Receptionist	13.68***
01531 - Travel Clerk I	15.62***
01532 - Travel Clerk II	16.79
01533 - Travel Clerk III	18.02
01611 - Word Processor I	14.13***
01612 - Word Processor II	15.86***
01613 - Word Processor III	17.74
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.24
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.59
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	13.66***
05400 - Transmission Repair Specialist	22.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.63***
07041 - Cook I	12.75***
07042 - Cook II	14.64***
07070 - Dishwasher	10.73***
07130 - Food Service Worker	11.63***
07210 - Meat Cutter	16.14***
07260 - Waiter/Waitress	9.13***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.54

09040 - Furniture Handler	12.00***
09080 - Furniture Refinisher	18.54
09090 - Furniture Refinisher Helper	14.75***
09110 - Furniture Repairer, Minor	17.52
09130 - Upholsterer	19.52
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.19***
11060 - Elevator Operator	14.19***
11090 - Gardener	18.88
11122 - Housekeeping Aide	13.31***
11150 - Janitor	13.31***
11210 - Laborer, Grounds Maintenance	14.06***
11240 - Maid or Houseman	11.58***
11260 - Pruner	12.50***
11270 - Tractor Operator	17.27
11330 - Trail Maintenance Worker	14.06***
11360 - Window Cleaner	15.06***
12000 - Health Occupations	
12010 - Ambulance Driver	16.70
12011 - Breath Alcohol Technician	21.09
12012 - Certified Occupational Therapist Assistant	28.94
12015 - Certified Physical Therapist Assistant	30.22
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	42.19
12030 - EKG Technician	30.17
12035 - Electroneurodiagnostic Technologist	30.17
12040 - Emergency Medical Technician	16.70
12071 - Licensed Practical Nurse I	18.86
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.51
12100 - Medical Assistant	16.69
12130 - Medical Laboratory Technician	23.49
12160 - Medical Record Clerk	17.00
12190 - Medical Record Technician	18.99
12195 - Medical Transcriptionist	18.86
12210 - Nuclear Medicine Technologist	46.35
12221 - Nursing Assistant I	12.33***
12222 - Nursing Assistant II	13.86***
12223 - Nursing Assistant III	15.12***
12224 - Nursing Assistant IV	16.97
12235 - Optical Dispenser	20.60
12236 - Optical Technician	18.86
12250 - Pharmacy Technician	17.48
12280 - Phlebotomist	17.38
12305 - Radiologic Technologist	30.63
12311 - Registered Nurse I	26.95
12312 - Registered Nurse II	32.97
12313 - Registered Nurse II, Specialist	32.97
12314 - Registered Nurse III	39.90
12315 - Registered Nurse III, Anesthetist	39.90
12316 - Registered Nurse IV	47.81
12317 - Scheduler (Drug and Alcohol Testing)	26.13
12320 - Substance Abuse Treatment Counselor	26.13
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	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	16.76

13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.57
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
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	20.30
13110 - Video Teleconference Technician	23.32
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91***
14042 - Computer Operator II	17.80
14043 - Computer Operator III	20.78
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.91***
14160 - Personal Computer Support Technician	24.67
14170 - System Support Specialist	27.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	46.52
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	30.97
15070 - Flight Instructor (Pilot)	46.52
15080 - Graphic Artist	27.44
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.52
15086 - Maintenance Test Pilot, Rotary Wing	46.52
15088 - Non-Maintenance Test/Co-Pilot	46.52
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.05***
16030 - Counter Attendant	11.05***
16040 - Dry Cleaner	14.20***
16070 - Finisher, Flatwork, Machine	11.05***
16090 - Presser, Hand	11.05***
16110 - Presser, Machine, Drycleaning	11.05***
16130 - Presser, Machine, Shirts	11.05***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.05***
16190 - Sewing Machine Operator	15.05***
16220 - Tailor	16.19***
16250 - Washer, Machine	12.15***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.55
19040 - Tool And Die Maker	26.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.53
21030 - Material Coordinator	21.56
21040 - Material Expediter	21.56

21050 - Material Handling Laborer	14.05***
21071 - Order Filler	13.63***
21080 - Production Line Worker (Food Processing)	16.53
21110 - Shipping Packer	17.47
21130 - Shipping/Receiving Clerk	17.47
21140 - Store Worker I	13.03***
21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	16.53
21410 - Warehouse Specialist	16.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23019 - Aircraft Logs and Records Technician	22.61
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	25.93
23060 - Aircraft Servicer	22.61
23070 - Aircraft Survival Flight Equipment Technician	25.93
23080 - Aircraft Worker	23.90
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.90
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.07
23110 - Appliance Mechanic	21.55
23120 - Bicycle Repairer	17.80
23125 - Cable Splicer	27.80
23130 - Carpenter, Maintenance	19.56
23140 - Carpet Layer	20.44
23160 - Electrician, Maintenance	23.03
23181 - Electronics Technician Maintenance I	27.28
23182 - Electronics Technician Maintenance II	28.75
23183 - Electronics Technician Maintenance III	30.28
23260 - Fabric Worker	19.33
23290 - Fire Alarm System Mechanic	22.69
23310 - Fire Extinguisher Repairer	17.80
23311 - Fuel Distribution System Mechanic	22.69
23312 - Fuel Distribution System Operator	17.80
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.90
23391 - Gunsmith I	17.80
23392 - Gunsmith II	20.44
23393 - Gunsmith III	22.69
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.15
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	24.26
23430 - Heavy Equipment Mechanic	23.85
23440 - Heavy Equipment Operator	20.43
23460 - Instrument Mechanic	22.69
23465 - Laboratory/Shelter Mechanic	21.55
23470 - Laborer	14.05***
23510 - Locksmith	21.55
23530 - Machinery Maintenance Mechanic	26.48
23550 - Machinist, Maintenance	24.99
23580 - Maintenance Trades Helper	14.54***
23591 - Metrology Technician I	22.69
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.90
23640 - Millwright	22.69
23710 - Office Appliance Repairer	21.55
23760 - Painter, Maintenance	17.67
23790 - Pipefitter, Maintenance	23.83

23810 - Plumber, Maintenance	22.62
23820 - Pneudraulic Systems Mechanic	22.69
23850 - Rigger	22.69
23870 - Scale Mechanic	20.44
23890 - Sheet-Metal Worker, Maintenance	20.11
23910 - Small Engine Mechanic	20.44
23931 - Telecommunications Mechanic I	25.92
23932 - Telecommunications Mechanic II	27.13
23950 - Telephone Lineman	25.89
23960 - Welder, Combination, Maintenance	22.10
23965 - Well Driller	22.69
23970 - Woodcraft Worker	22.69
23980 - Woodworker	17.80
24000 - Personal Needs Occupations	
24550 - Case Manager	18.24
24570 - Child Care Attendant	10.73***
24580 - Child Care Center Clerk	13.39***
24610 - Chore Aide	11.54***
24620 - Family Readiness And Support Services Coordinator	18.24
24630 - Homemaker	18.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.06
25040 - Sewage Plant Operator	21.89
25070 - Stationary Engineer	23.06
25190 - Ventilation Equipment Tender	16.54
25210 - Water Treatment Plant Operator	21.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	14.59***
27008 - Corrections Officer	24.19
27010 - Court Security Officer	25.85
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	24.19
27070 - Firefighter	25.16
27101 - Guard I	14.59***
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.54***
28042 - Carnival Equipment Repairer	14.62***
28043 - Carnival Worker	10.45***
28210 - Gate Attendant/Gate Tender	14.33***
28310 - Lifeguard	12.56***
28350 - Park Attendant (Aide)	16.03***
28510 - Recreation Aide/Health Facility Attendant	12.24***
28515 - Recreation Specialist	19.86
28630 - Sports Official	12.77***
28690 - Swimming Pool Operator	25.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.44
29020 - Hatch Tender	20.44
29030 - Line Handler	20.44
29041 - Stevedore I	19.33
29042 - Stevedore II	21.55
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75

30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	23.51
30051 - Cryogenic Technician I	26.69
30052 - Cryogenic Technician II	29.48
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	24.10
30210 - Laboratory Technician	22.28
30221 - Latent Fingerprint Technician I	26.69
30222 - Latent Fingerprint Technician II	29.48
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	20.36
30362 - Paralegal/Legal Assistant II	25.23
30363 - Paralegal/Legal Assistant III	30.86
30364 - Paralegal/Legal Assistant IV	37.33
30375 - Petroleum Supply Specialist	29.48
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	29.48
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	28.36
30492 - Unexploded Ordnance (UXO) Technician II	34.32
30493 - Unexploded Ordnance (UXO) Technician III	41.13
30494 - Unexploded (UXO) Safety Escort	28.36
30495 - Unexploded (UXO) Sweep Personnel	28.36
30501 - Weather Forecaster I	30.73
30502 - Weather Forecaster II	37.37
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	24.97
30621 - Weather Observer, Senior (see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.32
31020 - Bus Aide	12.90***
31030 - Bus Driver	18.84
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	11.41***
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	14.29***
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	22.41
31364 - Truckdriver, Tractor-Trailer	22.41
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	10.71***
99050 - Desk Clerk	12.18***
99095 - Embalmer	28.36
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	17.51
99252 - Laboratory Animal Caretaker II	19.13
99260 - Marketing Analyst	27.96
99310 - Mortician	28.36
99410 - Pest Controller	24.74

99510 - Photofinishing Worker	14.90***
99710 - Recycling Laborer	20.33
99711 - Recycling Specialist	24.97
99730 - Refuse Collector	17.96
99810 - Sales Clerk	13.65***
99820 - School Crossing Guard	14.99***
99830 - Survey Party Chief	26.09
99831 - Surveying Aide	15.63***
99832 - Surveying Technician	20.03
99840 - Vending Machine Attendant	20.84
99841 - Vending Machine Repairer	26.17
99842 - Vending Machine Repairer Helper	20.84

***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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

"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
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5333 Revision No.: 21 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.

State: Oklahoma

Area: Oklahoma Counties of Choctaw, Haskell, Latimer, McCurtain, Pittsburg, Pushmataha

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.52***
01012 - Accounting Clerk II		17.42
01013 - Accounting Clerk III		19.49
01020 - Administrative Assistant		19.47
01035 - Court Reporter		19.66
01041 - Customer Service Representative I		13.46***
01042 - Customer Service Representative II		15.07***
01043 - Customer Service Representative III		16.52
01051 - Data Entry Operator I		15.44***
01052 - Data Entry Operator II		16.85
01060 - Dispatcher, Motor Vehicle		21.55
01070 - Document Preparation Clerk		12.80***
01090 - Duplicating Machine Operator		12.80***
01111 - General Clerk I		13.73***
01112 - General Clerk II		14.98***
01113 - General Clerk III		17.04
01120 - Housing Referral Assistant		17.91
01141 - Messenger Courier		14.18***
01191 - Order Clerk I		14.31***

01192 - Order Clerk II	16.69
01261 - Personnel Assistant (Employment) I	17.83
01262 - Personnel Assistant (Employment) II	19.95
01263 - Personnel Assistant (Employment) III	22.24
01270 - Production Control Clerk	21.77
01290 - Rental Clerk	14.52***
01300 - Scheduler, Maintenance	14.36***
01311 - Secretary I	14.36***
01312 - Secretary II	16.06***
01313 - Secretary III	17.91
01320 - Service Order Dispatcher	19.26
01410 - Supply Technician	19.47
01420 - Survey Worker	15.08***
01460 - Switchboard Operator/Receptionist	13.50***
01531 - Travel Clerk I	13.84***
01532 - Travel Clerk II	14.74***
01533 - Travel Clerk III	15.40***
01611 - Word Processor I	12.80***
01612 - Word Processor II	14.36***
01613 - Word Processor III	16.06***
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.04
05010 - Automotive Electrician	20.01
05040 - Automotive Glass Installer	18.96
05070 - Automotive Worker	18.96
05110 - Mobile Equipment Servicer	16.65
05130 - Motor Equipment Metal Mechanic	21.07
05160 - Motor Equipment Metal Worker	18.96
05190 - Motor Vehicle Mechanic	20.70
05220 - Motor Vehicle Mechanic Helper	15.38***
05250 - Motor Vehicle Upholstery Worker	17.69
05280 - Motor Vehicle Wrecker	18.91
05310 - Painter, Automotive	20.04
05340 - Radiator Repair Specialist	18.96
05370 - Tire Repairer	14.92***
05400 - Transmission Repair Specialist	21.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.42***
07041 - Cook I	10.77***
07042 - Cook II	12.22***
07070 - Dishwasher	10.58***
07130 - Food Service Worker	10.55***
07210 - Meat Cutter	13.38***
07260 - Waiter/Waitress	8.88***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.35
09040 - Furniture Handler	11.67***
09080 - Furniture Refinisher	17.35
09090 - Furniture Refinisher Helper	13.42***
09110 - Furniture Repairer, Minor	15.44***
09130 - Upholsterer	17.35
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.67***
11060 - Elevator Operator	12.63***
11090 - Gardener	15.72***
11122 - Housekeeping Aide	11.34***
11150 - Janitor	11.34***
11210 - Laborer, Grounds Maintenance	12.65***
11240 - Maid or Houseman	10.72***
11260 - Pruner	11.69***
11270 - Tractor Operator	14.63***
11330 - Trail Maintenance Worker	12.65***

11360 - Window Cleaner	12.27***
12000 - Health Occupations	
12010 - Ambulance Driver	15.90***
12011 - Breath Alcohol Technician	19.91
12012 - Certified Occupational Therapist Assistant	30.35
12015 - Certified Physical Therapist Assistant	33.99
12020 - Dental Assistant	18.26
12025 - Dental Hygienist	41.07
12030 - EKG Technician	27.06
12035 - Electroneurodiagnostic Technologist	27.06
12040 - Emergency Medical Technician	15.90***
12071 - Licensed Practical Nurse I	17.80
12072 - Licensed Practical Nurse II	19.91
12073 - Licensed Practical Nurse III	22.20
12100 - Medical Assistant	14.00***
12130 - Medical Laboratory Technician	22.71
12160 - Medical Record Clerk	16.19***
12190 - Medical Record Technician	18.11
12195 - Medical Transcriptionist	15.66***
12210 - Nuclear Medicine Technologist	43.77
12221 - Nursing Assistant I	13.37***
12222 - Nursing Assistant II	15.02***
12223 - Nursing Assistant III	16.39
12224 - Nursing Assistant IV	18.41
12235 - Optical Dispenser	14.54***
12236 - Optical Technician	17.80
12250 - Pharmacy Technician	15.84***
12280 - Phlebotomist	13.85***
12305 - Radiologic Technologist	27.96
12311 - Registered Nurse I	24.38
12312 - Registered Nurse II	29.82
12313 - Registered Nurse II, Specialist	29.82
12314 - Registered Nurse III	36.09
12315 - Registered Nurse III, Anesthetist	36.09
12316 - Registered Nurse IV	43.24
12317 - Scheduler (Drug and Alcohol Testing)	24.67
12320 - Substance Abuse Treatment Counselor	21.98
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.95
13012 - Exhibits Specialist II	22.25
13013 - Exhibits Specialist III	27.23
13041 - Illustrator I	18.95
13042 - Illustrator II	22.25
13043 - Illustrator III	27.23
13047 - Librarian	22.56
13050 - Library Aide/Clerk	11.89***
13054 - Library Information Technology Systems Administrator	20.37
13058 - Library Technician	13.84***
13061 - Media Specialist I	14.70***
13062 - Media Specialist II	16.44
13063 - Media Specialist III	18.33
13071 - Photographer I	15.06***
13072 - Photographer II	17.50
13073 - Photographer III	20.54
13074 - Photographer IV	25.14
13075 - Photographer V	30.42
13090 - Technical Order Library Clerk	16.47
13110 - Video Teleconference Technician	15.24***
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.45
14042 - Computer Operator II	18.40

14043 - Computer Operator III	23.75
14044 - Computer Operator IV	27.62
14045 - Computer Operator V	30.38
14071 - Computer Programmer I	(see 1) 22.27
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.93
14160 - Personal Computer Support Technician	28.80
14170 - System Support Specialist	28.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.48
15020 - Aircrew Training Devices Instructor (Rated)	39.29
15030 - Air Crew Training Devices Instructor (Pilot)	47.09
15050 - Computer Based Training Specialist / Instructor	32.48
15060 - Educational Technologist	31.31
15070 - Flight Instructor (Pilot)	47.09
15080 - Graphic Artist	19.06
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.09
15086 - Maintenance Test Pilot, Rotary Wing	47.09
15088 - Non-Maintenance Test/Co-Pilot	47.09
15090 - Technical Instructor	19.00
15095 - Technical Instructor/Course Developer	23.24
15110 - Test Proctor	15.33***
15120 - Tutor	15.33***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.99***
16030 - Counter Attendant	9.99***
16040 - Dry Cleaner	12.73***
16070 - Finisher, Flatwork, Machine	9.99***
16090 - Presser, Hand	9.99***
16110 - Presser, Machine, Drycleaning	9.99***
16130 - Presser, Machine, Shirts	9.99***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.99***
16190 - Sewing Machine Operator	13.65***
16220 - Tailor	14.57***
16250 - Washer, Machine	10.93***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.71
19040 - Tool And Die Maker	28.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.01
21030 - Material Coordinator	21.77
21040 - Material Expediter	21.77
21050 - Material Handling Laborer	14.69***
21071 - Order Filler	13.53***
21080 - Production Line Worker (Food Processing)	19.01
21110 - Shipping Packer	16.78
21130 - Shipping/Receiving Clerk	16.78
21140 - Store Worker I	14.79***
21150 - Stock Clerk	18.86
21210 - Tools And Parts Attendant	19.01
21410 - Warehouse Specialist	19.01
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.44
23019 - Aircraft Logs and Records Technician	20.42
23021 - Aircraft Mechanic I	24.23
23022 - Aircraft Mechanic II	25.44
23023 - Aircraft Mechanic III	26.68

23040 - Aircraft Mechanic Helper	17.77
23050 - Aircraft, Painter	22.95
23060 - Aircraft Servicer	20.42
23070 - Aircraft Survival Flight Equipment Technician	22.95
23080 - Aircraft Worker	21.65
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.65
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.23
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	18.58
23125 - Cable Splicer	30.18
23130 - Carpenter, Maintenance	21.80
23140 - Carpet Layer	21.07
23160 - Electrician, Maintenance	27.27
23181 - Electronics Technician Maintenance I	27.60
23182 - Electronics Technician Maintenance II	29.27
23183 - Electronics Technician Maintenance III	30.90
23260 - Fabric Worker	19.87
23290 - Fire Alarm System Mechanic	23.58
23310 - Fire Extinguisher Repairer	18.58
23311 - Fuel Distribution System Mechanic	31.99
23312 - Fuel Distribution System Operator	25.28
23370 - General Maintenance Worker	17.27
23380 - Ground Support Equipment Mechanic	24.23
23381 - Ground Support Equipment Servicer	20.42
23382 - Ground Support Equipment Worker	21.65
23391 - Gunsmith I	18.58
23392 - Gunsmith II	21.07
23393 - Gunsmith III	23.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.79
23430 - Heavy Equipment Mechanic	23.52
23440 - Heavy Equipment Operator	18.19
23460 - Instrument Mechanic	23.58
23465 - Laboratory/Shelter Mechanic	22.34
23470 - Laborer	14.69***
23510 - Locksmith	22.34
23530 - Machinery Maintenance Mechanic	29.55
23550 - Machinist, Maintenance	21.44
23580 - Maintenance Trades Helper	15.57***
23591 - Metrology Technician I	23.58
23592 - Metrology Technician II	24.76
23593 - Metrology Technician III	25.96
23640 - Millwright	25.86
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	19.61
23790 - Pipefitter, Maintenance	23.56
23810 - Plumber, Maintenance	22.32
23820 - Pneudraulic Systems Mechanic	23.58
23850 - Rigger	27.22
23870 - Scale Mechanic	21.07
23890 - Sheet-Metal Worker, Maintenance	18.62
23910 - Small Engine Mechanic	20.51
23931 - Telecommunications Mechanic I	25.74
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	27.01
23960 - Welder, Combination, Maintenance	18.32
23965 - Well Driller	23.58
23970 - Woodcraft Worker	23.58
23980 - Woodworker	18.58
24000 - Personal Needs Occupations	
24550 - Case Manager	15.37***

24570 - Child Care Attendant	10.63***
24580 - Child Care Center Clerk	13.26***
24610 - Chore Aide	9.34***
24620 - Family Readiness And Support Services Coordinator	15.37***
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.58
25040 - Sewage Plant Operator	18.11
25070 - Stationary Engineer	23.58
25190 - Ventilation Equipment Tender	17.29
25210 - Water Treatment Plant Operator	18.11
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.24***
27007 - Baggage Inspector	14.67***
27008 - Corrections Officer	18.07
27010 - Court Security Officer	20.37
27030 - Detection Dog Handler	16.42
27040 - Detention Officer	18.07
27070 - Firefighter	22.36
27101 - Guard I	14.67***
27102 - Guard II	16.42
27131 - Police Officer I	20.54
27132 - Police Officer II	22.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.07***
28042 - Carnival Equipment Repairer	14.16***
28043 - Carnival Worker	10.13***
28210 - Gate Attendant/Gate Tender	14.70***
28310 - Lifeguard	11.90***
28350 - Park Attendant (Aide)	16.45
28510 - Recreation Aide/Health Facility Attendant	12.00***
28515 - Recreation Specialist	18.85
28630 - Sports Official	13.09***
28690 - Swimming Pool Operator	17.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.26
29020 - Hatch Tender	28.26
29030 - Line Handler	28.26
29041 - Stevedore I	26.66
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	18.34
30022 - Archeological Technician II	20.87
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.85
30040 - Civil Engineering Technician	24.94
30051 - Cryogenic Technician I	28.15
30052 - Cryogenic Technician II	31.09
30061 - Drafter/CAD Operator I	18.34
30062 - Drafter/CAD Operator II	20.87
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.64
30081 - Engineering Technician I	17.70
30082 - Engineering Technician II	19.88
30083 - Engineering Technician III	22.23
30084 - Engineering Technician IV	27.54
30085 - Engineering Technician V	33.69
30086 - Engineering Technician VI	40.77
30090 - Environmental Technician	25.42

30095 - Evidence Control Specialist	25.42
30210 - Laboratory Technician	27.51
30221 - Latent Fingerprint Technician I	28.15
30222 - Latent Fingerprint Technician II	31.09
30240 - Mathematical Technician	25.85
30361 - Paralegal/Legal Assistant I	20.83
30362 - Paralegal/Legal Assistant II	25.51
30363 - Paralegal/Legal Assistant III	29.63
30364 - Paralegal/Legal Assistant IV	37.77
30375 - Petroleum Supply Specialist	31.09
30390 - Photo-Optics Technician	25.85
30395 - Radiation Control Technician	31.09
30461 - Technical Writer I	24.26
30462 - Technical Writer II	29.68
30463 - Technical Writer III	35.90
30491 - Unexploded Ordnance (UXO) Technician I	28.36
30492 - Unexploded Ordnance (UXO) Technician II	34.32
30493 - Unexploded Ordnance (UXO) Technician III	41.13
30494 - Unexploded (UXO) Safety Escort	28.36
30495 - Unexploded (UXO) Sweep Personnel	28.36
30501 - Weather Forecaster I	28.64
30502 - Weather Forecaster II	34.84
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.28
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.32
31020 - Bus Aide	11.74***
31030 - Bus Driver	15.84***
31043 - Driver Courier	15.55***
31260 - Parking and Lot Attendant	12.20***
31290 - Shuttle Bus Driver	16.71
31310 - Taxi Driver	9.57***
31361 - Truckdriver, Light	16.71
31362 - Truckdriver, Medium	17.87
31363 - Truckdriver, Heavy	23.54
31364 - Truckdriver, Tractor-Trailer	23.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	10.62***
99050 - Desk Clerk	10.70***
99095 - Embalmer	26.02
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	13.44***
99252 - Laboratory Animal Caretaker II	14.45***
99260 - Marketing Analyst	22.67
99310 - Mortician	26.02
99410 - Pest Controller	17.35
99510 - Photofinishing Worker	14.90***
99710 - Recycling Laborer	16.21
99711 - Recycling Specialist	18.74
99730 - Refuse Collector	14.98***
99810 - Sales Clerk	12.10***
99820 - School Crossing Guard	11.99***
99830 - Survey Party Chief	24.59
99831 - Surveying Aide	14.60***
99832 - Surveying Technician	23.09
99840 - Vending Machine Attendant	12.76***
99841 - Vending Machine Repairer	15.68***
99842 - Vending Machine Repairer Helper	12.76***

***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.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have

a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

ANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS, MAY 2022

The Contractor shall comply with the following requirements marked with an "X".

X	<p>1. General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the <i>date</i> new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government</p>
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	may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.
X	2. Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at https://jko.jten.mil/ (website subject to change).
	3. Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-I11") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.
	4. Contract personnel requiring a common access card (CAC): Contract personnel will be issued a common access card (CAC) only if duties involve one of the following: (1) both physical access to a DoD facility and access to DoD information systems or networks; (2) remote access to a DoD information system or network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. Before CAC issuance, contract personnel must have, at a minimum, a favorably adjudicated Tier 1 investigation or an equivalent or higher investigation in accordance with applicable Army regulations and Homeland Security Presidential Directive-12 (HSPD-12). At the discretion of the RA, an initial CAC may be issued based on a favorable review of a fingerprint check and a successfully scheduled Tier 1 investigation with the National Background Investigations Bureau. The RA provides contract personnel with additional information and forms to initiate the CAC issuance process, and/or to initiate background investigations, when required. Contract personnel shall complete these processes within established timelines to avoid delays.
	5. Security requirements for contract performance outside the U.S.: For contract performance requirements that involve services or delivery in a foreign country, the Contractor shall comply with the requirements of DFARS clause 252.225-7043. For performance requirements that involve contract personnel accompanying or supporting US Armed Forces deployed outside the US, the Contractor shall comply with the requirements of DFARS clause 252.225-7040. Contract personnel accessing DoD or other federal facilities outside the US shall comply with applicable Status of Forces Agreements and Geographic Combatant Command requirements. Prior to contract personnel traveling outside the US, the Contractor shall provide documentation of AT, OPSEC, and other required training to the Government representative. Additionally, contract personnel shall comply with requirements specified in the DoD Foreign Clearance Guide, including country and theater clearance processes.
X	6. Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.
	7. Contract personnel requiring access to Government information systems: All contract personnel with access to a government information system (including USACE business systems and CAC-enabled websites) shall comply with applicable DoD and Army regulations, and shall use the organization's User ID-Password Administration and Security System (U-PASS) at commencement of services to request network user accounts. Contract personnel shall complete DoD Information Assurance Awareness training prior to accessing information systems, and annually thereafter.

	<p>8. Contracts requiring a formal OPS EC program: The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan shall be reviewed and accepted by the RA OPSEC Officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. In accordance with Army and DoD regulations, the contractor shall have a certified Level II OPSEC coordinator, who shall ensure OPSEC compliance during contract performance.</p>
	<p>9. Training requirements for the protection of sensitive information: All contract personnel with access to critical information (as identified in the RA's OPS EC Program) shall complete initial and annual refresher OPS EC Level I Awareness training, which is available at the following websites: https://www.iad.gov/ioss/, or http://www.cdse.edu/catalog/operations-security.html (websites subject to change). All contract personnel with access to Controlled Unclassified Information (CUI) shall complete initial and annual refresher CUI training in accordance with applicable Army policy.</p>
	<p>10. Information Assurance (IA)/Information Technology (IT) requirements: All contract personnel performing IA/IT services must comply with DoD training and certification requirements specified in DoD 8570.01-M, Information Assurance Workforce Improvement Program, and maintain required background investigations specified in RA policy. Contract personnel shall provide the Government representative with documentation of certification(s) prior to performing on the contract. In accordance with applicable DoD, Army, and USACE regulations, the Contractor shall ensure that all information systems (IS) and platform information technology (PIT) systems developed and/or supported under this contract comply with cybersecurity and architectural requirements, including, but not limited to: security technical implementation guides (STIG)(e.g., the current version of the Application Security and Development STIG, and the internet access point (IAP) demilitarized zone (DMZ) STIG), and the use of security controls developed under the risk management framework documentation for the system or platform. The Contractor shall address questions regarding these provisions to the Government representative, who will coordinate between the Contractor and the USACE Chief Information Officer (CIO).</p>
	<p>11. Contracts requiring handling or access to classified information: The prime Contractor shall have a Facility Clearance (FCL) at the appropriate level prior to performance on the contract; the RA will sponsor the prime contract company in obtaining the FCL. All cleared contract personnel shall comply with the FCL requirements, as well as applicable laws and regulations regarding contractor access to national security information. For classified contracts, the RA will generate the DD Form 254, which will be attached to the contract.</p>
	<p>12. Threat Awareness Reporting Program: All contract personnel who maintain an active security clearance shall receive initial and annual refresher training on the Threat Awareness and Reporting Program (commonly referred to as "TARP"), provided by a Counterintelligence Agent. As determined by the servicing Counterintelligence Agent for the RA, contract personnel may complete web-based TARP training.</p>
X	<p>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.</p>
X	<p>14. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1 (i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form 1-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.</p>
	<p>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</p>

	commander installation/facility policies and procedures regarding storing weapons and ammunition in accordance with AR 190-11 (Physical Security of Arms Ammunition, and Explosives).
	16. Contracts requiring delivery of food and water: The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and/or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles and storage locations are subject to inspection at any time by the COR, Post Veterinarian, law enforcement officers, or other RA representatives authorized to conduct such inspections. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination. adulteration, constitute a health hazard. the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product "unfit for intended purpose," supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the DoD, the Contractor shall ensure that all products and/or packaging have not been tampered with or contaminated. The Contractor shall ensure all delivery conveyances are always locked or sealed, except when actively loading or unloading. Unsecured vehicles shall not be left unattended. All incoming truck drivers shall provide adequate identification upon request. In the event of an identified threat to a delivery location. or a heightened force protection/Homeland Security threat level, the Contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DoD facilities.

(END)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (DEC 2022) Alternate I	OCT 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

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

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

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

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

(i) Of that equipment; or

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

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

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

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (MAR 2023)

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (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.

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

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Act 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 Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

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

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

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(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)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days of contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed One (1) years.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to

subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract; (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]

 X By the end of the base term of the contract and then by the end of each subsequent option period; or

 By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

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

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

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

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

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

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

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

- (1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 811310 assigned to contract number W912BV.
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Employee Class	Grade	Wage Rate Schedules for	Hourly Wage Rate that would be paid, if Federally employed
23310 Fire Extinguisher Repairer	WG-6/2	Tulsa, OK (RUS) Wage Area	\$21.79
23310 Fire Extinguisher Repairer	WG-6/2	Oklahoma City, OK (DFW) Wage Area	\$23.60

(End of clause)

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 **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	EXHIBIT A - Confirmation Notice	1	23-JUN-2023

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-20	Predecessor of Offeror	AUG 2020
52.222-25	Affirmative Action Compliance	APR 1984
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

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

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

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

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

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

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity?:

[☐] Yes or [☐] No.

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

"Sensitive technology"--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

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

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

- (i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or
- (ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.
- (6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]
- (7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]
- (8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
- (ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
- (d) Certifications and representations required to implement provisions of Executive Order 11246--
- (1) Previous Contracts and Compliance. The offeror represents that--
- (i) It (____) has, (____) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and
- (ii) It (____) has, (____) has not, filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that--

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
____	____	____
____	____	____
____	____	____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal

or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

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

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- (☐) Sole proprietorship;
- (☐) Partnership;
- (☐) Corporate entity (not tax-exempt);
- (☐) Corporate entity (tax-exempt);
- (☐) Government entity (Federal, State, or local);
- (☐) Foreign government;
- (☐) International organization per 26 CFR 1.6049-4;
- (☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - .

TIN - .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

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

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

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

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-- REPRESENTATION (DEC 2016)

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

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

(c) If the Offeror checked ``does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

_____ .

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(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 defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [☐] does, [☐] does not provide covered defense 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.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense 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."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022

CLAUSES INCORPORATED BY FULL TEXT

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 **DFARS** (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)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

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 be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) Price Evaluation: The Government shall review acceptable offers by lowest price. Contractors are to provide pricing for each line item on the Pricing Schedule provided via SECTION B of the Solicitation. Price reasonableness and affordability will also be evaluated.
 - a. Price lists for repairs and replacements should be included and will be evaluated for reasonableness and unbalanced pricing.
- (ii) Past Performance: The Government will review all CPARS evaluations regardless of project and may contact points of contact or evaluate any information provided to the Contract Specialist or Contracting Officer to include USACE District Past Performance files. Offerors must demonstrate the following minimum acceptability standards:
 - a. All past or current performance must have overall ratings of Satisfactory, Acceptable or above.
 - b. Any derogatory information may be grounds for an Unacceptable rating.
 - c. Offerors with no past performance information will receive an "Acceptable" rating for this factor.
- (iii) Subcontracting Compliance: The Government will review provided subcontractor data, if applicable, to ensure set-aside requirements are met as well as compliance with Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING FOR SMALL BUSINESS (DEVIATION 2021-O0008) (OCT 2022). Failure to respond to the Subcontracting Information at SECTION B may be grounds for an Unacceptable rating.
- (iv) Qualifications: Contractor must provide a current, valid copy of their (or their Subcontractor's) License to service Fire Suppression Systems (either from Contractor's/Subcontractor's state of residence and/or the State of Oklahoma). Contractor must provide a Statement of Confirmation that your company stocks a full complement of spare parts that could be needed for cylinder repairs and at least 20 replacement CO2 Cylinders. Contractor must provide a Statement of Confirmation that your company has at least three (3) years of experience in servicing of fire protection, CO2 systems in accordance with the National Fire Protection Association (NFPA) standards
 - d. Failure to provide a copy of items listed in item (iv) above may be grounds for an Unacceptable rating.

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

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

(End of provision)