

Solicitation Issue Date: June 29, 2016

Method of Solicitation: Request for Quotation (RFQ).

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

The solicitation and incorporated provisions and clauses are those in effect through the most current Federal Acquisition Circular FAC 2005-88, dated June 15, 2016.

North American Industry Classification (NAICS): 562910 (Remediation Services), Size Standard is \$20.5 Million.

Set Aside: 100% small business set-aside.

General Information: The intent of this solicitation is to obtain quotes for well plugging. See below for complete project description.

Provide quote by: 2:30 p.m., Mountain Standard Time on July 20, 2016.

DOCUMENTS TO RETURN:

The following documents shall be submitted by the offeror for evaluation to be considered responsive:

Contractors wishing to submit a quote must include the following:

- Schedule of Items
- Annual Representations & Certifications
- Experience Questionnaire
- Acknowledge Amendments per the instructions in Block 11 on the SF-30) **if applicable.**

Send quote to: Forest Service, East Side Acquisition Team (ESAT)

Attn: Dana Bangart
Physical: 10 E Babcock, Bozeman, MT 59715
Mailing: P.O. Box 130, Bozeman, MT 59771
E-mail: dbangart@fs.fed.us

For solicitation questions call Dana Bangart at (406) 587-6763. For information regarding the site, please contact Russ Walsh at 701-227-7836.

Sheyenne RD Well Plugging Services
 Sheyenne Ranger District
 Dakota Prairie Grasslands, North Dakota

| Pay Item | Description | Method of Measurement | Pay Unit | Estimated Quantity | Unit Price | Total Price |
|----------|---------------|-----------------------|----------|--------------------|--------------|-------------|
| 001 | Well Plugging | LSQ | LS | xxxxxx | \$ xxxxxxxx | \$ |
| | | | | | TOTAL | \$ |

Mobilization (Item 151 in specifications) shall be included in the lump sum cost of the Well Plugging.

This is a Request for Quotation (RFQ); therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

There is no formal site visit scheduled for this project. Interested vendors who are in need of further information can contact Russ Walsh, Civil Engineer Technician, Medora Ranger District, Dakota Prairie Grasslands at 701-227-7836.

Vendor shall have a DUNS number and be registered in the System for Award Management (www.sam.gov) prior to award.

The Forest Service has transitioned to an electronic invoice system called Invoice Processing Platform (IPP). Vendors are required to set-up an account at www.ipp.gov in order to submit invoices.

Price Quotation furnished by:

| | |
|----------------|--------------|
| Name: _____ | Phone: _____ |
| Address: _____ | Cell: _____ |
| _____ | FAX: _____ |
| E-Mail: _____ | DUNS # _____ |

STATEMENT OF WORK

NOTE: The Forest Service Supplemental Specifications are provided to ensure vendor meets the commercial item services solicited. This project is not being solicited as a construction project under FAR Part 36.

Description of Work – This contract requires furnishing labor, equipment (fully operated), supervision, transportation, operating supplies and incidentals to plug one flowing well and remove obstructions from well sites on the Sheyenne National Grasslands.

The well depth is estimated from other flowing wells in the area to be 400' to 500' in the Dakota Sandstone formation. Seal wells to the depth of the overlying bedrock shale formation estimated to be ± 200'.

All work shall be in compliance and with the plans, drawings, and specifications, for this project.

Project Location The project is located in Ransom Co. ND on the Sheyenne National Grasslands ±15 miles East of Lisbon, ND (see maps).

Price Range. < \$25,000

Pre-Bid Tour There will not be a pre bid tour of this project. Interested parties may contact Stacy Swenson at the Sheyenne Ranger District at 701-683-6805 for directions to view the project site on their own or Russ Walsh 701-227-7836 for other contract information.

Pre-Bid Conference There will be no pre bid conference, see above.

Estimated Start Date It is anticipated that work can begin August 1st, 2016.

Period of Performance Work shall be completed by September 1st, 2016.

Government-Furnished Property (GFM) None

Submittals Well Plugging Records (See specifications)

Permits The contractor is responsible for all necessary permits including Call 1-800-795-0555 before you dig and an off Highway Vehicle permit from the Sheyenne Ranger District.

SPECIFICATIONS

Existing Facilities. In addition to the requirements of the Use of Premises Clause, AGAR 452.236-70, all existing facilities structures damaged by the Contractor shall be replaced or repaired by the Contractor at no additional cost to the Government. This includes any facilities inside or outside the project limits, including along any access routes.

Do not trim or damage vegetation except with specific Contracting Officers (CO) approval.

Pollution and Erosion Control. During all operations under this contract, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations, including camps, parking areas, and equipment maintenance areas shall be stored, collected, and disposed of in a sanitary and nuisance-free manner. Refuse shall be disposed of in State-approved landfills unless otherwise approved by the Contracting Officer (CO).

Storage and Stockpiling. The Contractor shall confine storage of equipment, materials, and vehicles to within the limits delineated by the Contracting Officer. The Contractor shall be solely responsible for the loss of or damage to materials stored on Forest Service lands or elsewhere.

Worksite Cleanliness and Final Cleanup. Maintain the project work areas in a clean and orderly condition throughout the progress of work under this contract. All refuse, including garbage, rubbish, and solid or liquid wastes from the Contractor's operations shall be stored and collected in a sanitary manner and disposed of off Government property in a legal manner. Maintain strict control of hazardous materials to prevent contamination of the site.

Equipment Specifications. Equipment and tools shall be in good mechanical and operating condition, fully capable of performing all phases of the specified work.

Weather Conditions. Work will be suspended if, in the opinion of the Contracting Officer, weather conditions preclude effective protection of resources, site rehabilitation, or otherwise impact project end results in a significant, negative manner.

Noxious Weed Control. In order to prevent the potential spread of noxious weeds, the Contractor is required to furnish weed-free equipment. The Contractor's equipment shall be cleaned to remove all dirt and plant parts and material that may carry noxious weed seeds into the construction area. All subsequent move-ins shall be treated the same as the initial move-in. Prior to move-in the Contractor shall make equipment available to Forest Service inspection at an agreed location.

HAULING AND DISPOSAL OF MATERIALS

All materials removed from the site shall be disposed of in a legal manner off National Forest System lands. All fees associated with material disposal shall be paid by the Contractor.

CLEANUP AND DISPOSAL

The Contractor shall at all times keep the area in an orderly condition. Upon completing the work, the Contractor shall remove from the site and premises any rubbish, tools, equipment, and materials that are not the property of the Forest Service. Upon completing the work, the Contractor shall leave the work areas in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

EXISTING UTILITIES

The Contractor is responsible for location of all utilities prior to beginning work. Damaged utilities shall be repaired at the Contractor's expense.

FIRE CONTROL (FS.236.1)

- (a) Contractor's Responsibility for Contractor-Caused Fires – The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.
- (b) Fire Plan – At all times during fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.
1. Fire Tools – The Contractor will provide for each employee in the contract area at least one approved hand tool of a type appropriate in the contract area, such as shovel, pulaski, or ax.
 2. Fire Extinguishers– Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with a fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.
 3. Smoking – Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.
 4. Storage of Petroleum and Other Highly Flammable Products – Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.
 5. Welding – Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled), with hand pump attached, shall be immediately available for use in the event of a fire start.

109 – MEASUREMENT AND PAYMENT

109.1 General. Measurement and payment for contract work will be made only for and under those pay items included in the **Schedule of Items**. All other work and materials will be considered incidental to and included in the payment of the pay items in the **Schedule of Items**.

Work measured and paid for under one pay item will not be paid for under any other pay item.

109.2 Units of Measurement. Payment will be by units defined and determined according to U.S. standard measure and by the following.

- (A) Lump Sum (LS) The quantities that denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job.
- (B) Linear Foot (LF) Measurement of 12 inches along a reference line.
- (C) Cubic Yard (CY) The measurement computed by the average end area method from measurements made longitudinally along a centerline of reference line.
- (D) Each (EA) One complete unit which may consist of one or more parts. The quantity is the actual number or units completed and accepted.
- (E) Hour (H) Measurements will be for the actual number of hours performed by the contractor.
- (F) Square Foot (SF) Measured on a plane parallel to the surface being measured.

109.4 Methods of Measurement. One of the following methods of measurement for determining payment is **Designated on the Schedule of Items** for each **Pay Item**.

- (A) Actual Quantities. (AQ) these quantities are determined from measurements of completed work.
- (B) Lump Sum Quantities. (LSQ) these quantities denote one complete unit of work as required by or described in the contract, including necessary material, equipment, and labor to complete the job.
- (C) Contract Quantities. (CQ) These quantities denote the final number or units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations and drawings. Changes in the number of units Designated in the Schedule of Items maybe authorized under the following:
 - 1. As a result of changes in the work approved by the CO.
 - 2. As a result of the CO determining that errors exist in the original design that cause a Pay Item quantity to change by 15 percent or more.
 - 3. As a result of the contractor submitting to the CO a written request showing evidence of errors in the original design that cause a Pay Item quantity to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the design

109.05 Scope of Payment. Payment for contract work is provided, either directly or indirectly, under

the pay items listed in the bid schedule.

(a) Direct payment. Payment is provided directly under a pay item listed in the bid schedule when one of the following applies:

(1) The work is measured in the Measurement Subsection of the Section ordering the work and the bid schedule contains a pay item for the work from the Section ordering the work.

(2) The Measurement Subsection of the Section ordering the work, references another Section for measuring the work and the bid schedule contains a pay item for the work from the referenced Section.

(b) Indirect payment. Work for which direct payment is not provided is a subsidiary obligation of the Contractor. Payment for such work is indirectly included under other pay items listed in the bid schedule. This includes instances when the Section ordering the work references another Section for performing the work and the work is not referenced in the Measurement Subsection of the Section ordering the work.

Compensation provided by the pay items included in the bid schedule is full payment for performing contract work in a complete and acceptable manner. Risk, loss, damage, or expense arising out of the nature or prosecution of the work is included in the compensation provided by the pay items.

Work measured and paid for under one pay item will not be paid for under other pay items.

The quantities listed in the bid schedule are approximate unless designated as a contract quantity.

Limit pay quantities to the quantities staked, ordered, or otherwise authorized before performing the work. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. No payment will be made for work performed in excess of that staked, ordered, or otherwise authorized.

151 – MOBILIZATION

151.01 Description

This work consists of moving personnel, equipment, material and incidentals to the project and performing all work necessary before beginning work at the project site. Mobilization includes the costs associated with obtaining permits, insurance, and bonds. Mobilization is not intended to pay the costs of materials before they are used on the project site. Work also includes cleaning of all equipment used at the project site. Clean all construction equipment prior to entry on the project site. Remove all dirt, plant parts and material that may carry noxious weed seeds into the area. Only construction equipment inspected by the Forest Service will be allowed to operate within the project area. Treat subsequent move-ins of equipment the same as the initial move-in. Clean truck beds and dump boxes hauling to the project site prior to entering the work area.”

Payment

151.02 Basis. Pay for the accepted work at the contract unit price for the PAY ITEM SHOWN IN THE SCHEDULE OF ITEMS.

- (a) Reimburse for bond premiums before issuing the Notice to Proceed if evidence of payment is received.
- (b) When 5 percent or more of the original contract amount is earned from other PAY ITEMS, pay mobilization at the rate of 50 percent, or up to 5 percent of the original contract amount, whichever is less.
- (c) When 10 percent or more of the original contract amount is earned from other PAY ITEMS, pay mobilization at the rate of 100 percent, or up to 10 percent of the original contract amount, whichever is less.
- (d) Pay any unpaid amount for mobilization upon final acceptance of all work items.

Make payment under:

PAY ITEM

PAY UNIT

151 MobilizationLS

315 - WELL PLUGGING

TECHNICAL SPECIFICATIONS - SLURRY METHOD.

Flowing wells present some unique problems because of the continuous upward movement of water. Plugging flowing wells requires the placement of neat cement through a tremie line fast enough to stop the flow. **Plug flowing wells from the bottom up using the tremie pipe method, or approved equal.** A tremie pipe is a tube temporarily inserted into the well casing to the depth where materials are to be placed/used. A tremie pipe allows for proper placement of plugging materials and prevents plugging materials from bridging, reduces void spaces and prevents liquid grouts from being diluted by water in the well. Tremie lines should reach to within 1 or 2 feet of the desired depth and have the end cut in a diagonal. **At minimum seal to the depth of the overlying bedrock shale formation estimated depth \pm 200'.** Tremie pipes generally are attached to a funnel or pump. When placing plugging materials into a well, the tremie line should stay submerged in the plugging material and be retrieved slowly as the well casing fills. Flowing wells shall be plugged by well drilling professionals.

Sand point wells-If the casing can be pulled, the hole should naturally fill with native material, and no further work is required. However, if the casing cannot be pulled, a certified professional water well contractor's service will be required to properly grout the well.

After grouting is complete, the casing shall be cut off 3 feet below the surface and the hole filled with compacted soil to form a slight crown.

WELL PLUGGING MATERIAL. Well plugging materials shall form a permanent, impermeable plug that will not shrink or crack and will prevent the flow of water.

Two types of grout are allowed for plugging wells, cement grout and bentonite grout. **Cement grout** is a mixture of one 94 lb. bag of high-sulfate resistant portland cement and no more than 6 gallons of water. It has a consistency of thick cream and yields about 1.28 cubic feet of cement grout per bag of cement. Sand or other aggregate is not used in cement grout because they will separate out of the slurry and weaken the seal. **Bentonite grout** is a mixture of high solids, sodium bentonite material (sodium montmorillonite clay), and water. Bentonite used as a grout must be commercially manufactured and specifically formulated as a plugging material and approved by the COR.

Chlorine bleach shall be used to sanitize the abandoned well water before the well plugging materials are added. HTH tablets (commonly used to chlorinate for swimming pools) also may be used for this purpose. Chlorination of well water eliminates coliform bacterial and other bacteria. The water inside abandoned wells is sanitized to prevent contamination from being introduced by plugging materials.

5. WELL PLUGGING RECORDS. Contractor shall keep a record of all plugged wells, record shall include the following:

- *Name and address of well owner.
- *Legal land description of the well.
- *Casing diameter, depth
- *Type of well.
- *Description of well condition.
- *Description of plugging method.
- *Completion date.

Contractor is required to send a copy of the well plugging record to the COR.

Volume of the well is determined by measurement of the well diameter and depth to water and total depth of the well. Refer to Table 1 to determine the volume of material needed to fill the well casing.

Table I.

| Hole diameter (inches) | Volume per foot of depth | |
|---------------------------|--------------------------|-------------|
| | gal/ft | cu. ft./ft. |
| 4 | 0.7 | 0.1 |
| 6 | 1.5 | 0.2 |
| 8 | 2.6 | 0.3 |
| 10 | 4.1 | 0.5 |
| 12 | 5.9 | 0.8 |
| 14 | 8.0 | 1.1 |
| 16 | 10.5 | 1.4 |
| 20 | 16.4 | 2.2 |
| 24 | 23.6 | 3.1 |
| 36 | 53.0 | 7.1 |
| 48 | 94.2 | 12.6 |

Commercial Items Terms and Conditions

FAR 52.212-4 Contract Terms and Conditions - Commercial Items. (May 2015)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (Mar 2016)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes

administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

x (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

x (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

x (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

| | |
|-----------------------|---------------------------------------|
| Employee Class | Monetary Wage--Fringe Benefits |
| Wage Grade 7 | \$19.70 + fringe |

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

x (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) x (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 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.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Attachments

Attachment 1: Experience Questionnaire

Attachment 2: Service Contract Act Wage Determination No. 2005-2407, Rev. No. 17, dated 12/29/2015

Attachment 3: Vicinity Map

Commercial Item Provisions

52.204-16 --Commercial and Government Entity Code Reporting (Jul 2015)

52.212-1 - Instructions to Offerors - Commercial Items (Oct 2015)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Apr 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

“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” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (r) 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 to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the

WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer,

OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “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 |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “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) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |

| | |
|--|--|
| | |
| | |
| | |

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

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

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

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

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

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

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

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

Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

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

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

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

- (A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

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

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

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

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection

action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed End Product

| Listed End Product: | Listed Countries of Origin: |
|---------------------|-----------------------------|
| | |
| | |
| | |

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) *Representation*. The offeror represents that—

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

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

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

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

CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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 DUNS Number 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 section 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 and 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).

(End of Provision)

Evaluation for Award

52.212-2 Evaluation Commercial Items (Oct 2014)

(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:

Price

Experience in Well Plugging.

Technical and past performance, when combined, are of equal importance when compared to price.

(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)

Attachment 1: Experience Questionnaire

| | | |
|---|---|---|
| USDA Forest Service <p style="text-align: center;"><u>EXPERIENCE QUESTIONNAIRE</u></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes. | 1. Contractor Name, Address, and Telephone Number | |
| 2. Submitted to (Office Name and Address) | 3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization | 4. How many years do you or your firm have in the line of work contemplated by this solicitation? |
| 5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____? | | |

6. List below the projects your business has completed within the last three years:

| Contract Amount | Type of Project | Date Completed | Name, Address, and Telephone No. of Owner/Person to Contact for Project Information |
|-----------------|-----------------|----------------|---|
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7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

| Contract Number | Dollar Amt. of Award | Name, Address, and Telephone No. of Business/Government Agency Involved | Awarded (Units) | Percent Completed | Date Contract Complete |
|-----------------|----------------------|---|-----------------|-------------------|------------------------|
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- 8a. Have you ever failed to complete any work awarded to you? Yes No
 8b. Has work ever been completed by performance bond? Yes No
 8c. Did you look at the project site(s) on-the-ground? Yes No
 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:

| |
|--|
| |
| |

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:
- a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____
 - b. Are employees regularly on your payroll: [] Yes [] No
 - c. Specify equipment available for this contract: _____

 - d. Estimate rate of progress below (such as 2.0 acres/man/day):
 (1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

| Individual's Name | Present Position | Years of Experience | Magnitude and Type of Work |
|-------------------|------------------|---------------------|----------------------------|
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11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

| | | |
|--|--|-----------------|
| <p>CERTIFICATION</p> <p><i>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</i></p> | <p>12a. CERTIFYING OFFICIAL'S NAME AND TITLE</p> | |
| | <p>b. SIGNATURE (Sign in ink)</p> | <p>13. DATE</p> |

Attachment 2: Service Contract Act, Wage Determination

WD 05-2407 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016

| | |
|--|-------------------------------------|
| 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.: 2005-2407 |
| Daniel W. Simms | Revision No.: 17 |
| Director | Date Of Revision: 12/29/2015 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 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 calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: North Dakota
 Area: North Dakota Statewide

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.65 |
| 01012 - Accounting Clerk II | | 14.20 |
| 01013 - Accounting Clerk III | | 15.88 |
| 01020 - Administrative Assistant | | 18.37 |
| 01040 - Court Reporter | | 18.26 |
| 01051 - Data Entry Operator I | | 11.34 |
| 01052 - Data Entry Operator II | | 12.37 |
| 01060 - Dispatcher, Motor Vehicle | | 16.93 |
| 01070 - Document Preparation Clerk | | 13.29 |
| 01090 - Duplicating Machine Operator | | 13.29 |
| 01111 - General Clerk I | | 10.60 |
| 01112 - General Clerk II | | 11.57 |
| 01113 - General Clerk III | | 12.98 |
| 01120 - Housing Referral Assistant | | 17.54 |
| 01141 - Messenger Courier | | 9.92 |
| 01191 - Order Clerk I | | 12.53 |
| 01192 - Order Clerk II | | 13.67 |
| 01261 - Personnel Assistant (Employment) I | | 13.58 |
| 01262 - Personnel Assistant (Employment) II | | 15.19 |
| 01263 - Personnel Assistant (Employment) III | | 17.73 |
| 01270 - Production Control Clerk | | 19.50 |
| 01280 - Receptionist | | 10.94 |
| 01290 - Rental Clerk | | 9.35 |
| 01300 - Scheduler, Maintenance | | 14.06 |
| 01311 - Secretary I | | 14.06 |
| 01312 - Secretary II | | 15.73 |
| 01313 - Secretary III | | 17.54 |
| 01320 - Service Order Dispatcher | | 15.13 |
| 01410 - Supply Technician | | 18.37 |
| 01420 - Survey Worker | | 11.28 |
| 01531 - Travel Clerk I | | 11.35 |

| | |
|--|-------|
| 01532 - Travel Clerk II | 12.01 |
| 01533 - Travel Clerk III | 12.69 |
| 01611 - Word Processor I | 11.65 |
| 01612 - Word Processor II | 13.08 |
| 01613 - Word Processor III | 14.63 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 18.32 |
| 05010 - Automotive Electrician | 16.27 |
| 05040 - Automotive Glass Installer | 15.57 |
| 05070 - Automotive Worker | 15.57 |
| 05110 - Mobile Equipment Servicer | 14.21 |
| 05130 - Motor Equipment Metal Mechanic | 16.90 |
| 05160 - Motor Equipment Metal Worker | 15.57 |
| 05190 - Motor Vehicle Mechanic | 16.90 |
| 05220 - Motor Vehicle Mechanic Helper | 13.36 |
| 05250 - Motor Vehicle Upholstery Worker | 14.93 |
| 05280 - Motor Vehicle Wrecker | 15.57 |
| 05310 - Painter, Automotive | 16.27 |
| 05340 - Radiator Repair Specialist | 15.57 |
| 05370 - Tire Repairer | 13.50 |
| 05400 - Transmission Repair Specialist | 16.90 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.49 |
| 07041 - Cook I | 10.51 |
| 07042 - Cook II | 11.83 |
| 07070 - Dishwasher | 7.62 |
| 07130 - Food Service Worker | 10.33 |
| 07210 - Meat Cutter | 11.33 |
| 07260 - Waiter/Waitress | 8.09 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.16 |
| 09040 - Furniture Handler | 12.30 |
| 09080 - Furniture Refinisher | 18.16 |
| 09090 - Furniture Refinisher Helper | 14.41 |
| 09110 - Furniture Repairer, Minor | 16.14 |
| 09130 - Upholsterer | 17.59 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 8.70 |
| 11060 - Elevator Operator | 10.06 |
| 11090 - Gardener | 13.00 |
| 11122 - Housekeeping Aide | 10.08 |
| 11150 - Janitor | 10.88 |
| 11210 - Laborer, Grounds Maintenance | 11.82 |
| 11240 - Maid or Houseman | 8.71 |
| 11260 - Pruner | 10.50 |
| 11270 - Tractor Operator | 12.66 |
| 11330 - Trail Maintenance Worker | 11.82 |
| 11360 - Window Cleaner | 12.00 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 13.29 |
| 12011 - Breath Alcohol Technician | 16.48 |
| 12012 - Certified Occupational Therapist Assistant | 16.52 |
| 12015 - Certified Physical Therapist Assistant | 16.25 |
| 12020 - Dental Assistant | 15.12 |
| 12025 - Dental Hygienist | 26.36 |
| 12030 - EKG Technician | 19.18 |
| 12035 - Electroneurodiagnostic Technologist | 19.18 |
| 12040 - Emergency Medical Technician | 13.29 |
| 12071 - Licensed Practical Nurse I | 14.73 |
| 12072 - Licensed Practical Nurse II | 16.48 |
| 12073 - Licensed Practical Nurse III | 18.38 |
| 12100 - Medical Assistant | 13.39 |
| 12130 - Medical Laboratory Technician | 15.25 |

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|--|---------|
| 12160 - Medical Record Clerk | 13.29 |
| 12190 - Medical Record Technician | 14.87 |
| 12195 - Medical Transcriptionist | 13.25 |
| 12210 - Nuclear Medicine Technologist | 32.84 |
| 12221 - Nursing Assistant I | 9.80 |
| 12222 - Nursing Assistant II | 11.01 |
| 12223 - Nursing Assistant III | 12.10 |
| 12224 - Nursing Assistant IV | 13.58 |
| 12235 - Optical Dispenser | 12.67 |
| 12236 - Optical Technician | 14.21 |
| 12250 - Pharmacy Technician | 14.02 |
| 12280 - Phlebotomist | 13.58 |
| 12305 - Radiologic Technologist | 21.40 |
| 12311 - Registered Nurse I | 21.72 |
| 12312 - Registered Nurse II | 26.57 |
| 12313 - Registered Nurse II, Specialist | 26.57 |
| 12314 - Registered Nurse III | 32.14 |
| 12315 - Registered Nurse III, Anesthetist | 32.14 |
| 12316 - Registered Nurse IV | 38.52 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 19.43 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 17.19 |
| 13012 - Exhibits Specialist II | 20.55 |
| 13013 - Exhibits Specialist III | 23.23 |
| 13041 - Illustrator I | 17.19 |
| 13042 - Illustrator II | 20.55 |
| 13043 - Illustrator III | 23.23 |
| 13047 - Librarian | 19.53 |
| 13050 - Library Aide/Clerk | 9.03 |
| 13054 - Library Information Technology Systems Administrator | 17.24 |
| 13058 - Library Technician | 13.91 |
| 13061 - Media Specialist I | 12.61 |
| 13062 - Media Specialist II | 14.10 |
| 13063 - Media Specialist III | 15.73 |
| 13071 - Photographer I | 14.47 |
| 13072 - Photographer II | 16.18 |
| 13073 - Photographer III | 20.05 |
| 13074 - Photographer IV | 24.54 |
| 13075 - Photographer V | 29.68 |
| 13110 - Video Teleconference Technician | 15.87 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 13.59 |
| 14042 - Computer Operator II | 15.21 |
| 14043 - Computer Operator III | 16.96 |
| 14044 - Computer Operator IV | 18.85 |
| 14045 - Computer Operator V | 20.86 |
| 14071 - Computer Programmer I | 18.90 |
| 14072 - Computer Programmer II | 22.00 |
| 14073 - Computer Programmer III | 26.91 |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | 24.37 |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 13.59 |
| 14160 - Personal Computer Support Technician | 21.97 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 24.34 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 29.45 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 35.30 |
| 15050 - Computer Based Training Specialist / Instructor | 25.60 |
| 15060 - Educational Technologist | 26.30 |
| 15070 - Flight Instructor (Pilot) | 35.30 |

| | |
|---|-------|
| 15080 - Graphic Artist | 18.47 |
| 15090 - Technical Instructor | 17.94 |
| 15095 - Technical Instructor/Course Developer | 21.95 |
| 15110 - Test Proctor | 14.48 |
| 15120 - Tutor | 14.48 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.73 |
| 16030 - Counter Attendant | 8.73 |
| 16040 - Dry Cleaner | 10.18 |
| 16070 - Finisher, Flatwork, Machine | 8.73 |
| 16090 - Presser, Hand | 8.73 |
| 16110 - Presser, Machine, Drycleaning | 8.73 |
| 16130 - Presser, Machine, Shirts | 8.73 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.73 |
| 16190 - Sewing Machine Operator | 10.65 |
| 16220 - Tailor | 11.14 |
| 16250 - Washer, Machine | 9.15 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 17.90 |
| 19040 - Tool And Die Maker | 21.08 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 14.94 |
| 21030 - Material Coordinator | 19.50 |
| 21040 - Material Expediter | 19.50 |
| 21050 - Material Handling Laborer | 11.70 |
| 21071 - Order Filler | 10.91 |
| 21080 - Production Line Worker (Food Processing) | 14.94 |
| 21110 - Shipping Packer | 14.15 |
| 21130 - Shipping/Receiving Clerk | 14.15 |
| 21140 - Store Worker I | 10.82 |
| 21150 - Stock Clerk | 14.74 |
| 21210 - Tools And Parts Attendant | 14.94 |
| 21410 - Warehouse Specialist | 14.94 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 22.53 |
| 23021 - Aircraft Mechanic I | 21.57 |
| 23022 - Aircraft Mechanic II | 22.53 |
| 23023 - Aircraft Mechanic III | 23.33 |
| 23040 - Aircraft Mechanic Helper | 17.06 |
| 23050 - Aircraft, Painter | 20.19 |
| 23060 - Aircraft Servicer | 19.06 |
| 23080 - Aircraft Worker | 19.86 |
| 23110 - Appliance Mechanic | 16.96 |
| 23120 - Bicycle Repairer | 13.50 |
| 23125 - Cable Splicer | 27.10 |
| 23130 - Carpenter, Maintenance | 17.59 |
| 23140 - Carpet Layer | 16.83 |
| 23160 - Electrician, Maintenance | 21.31 |
| 23181 - Electronics Technician Maintenance I | 21.80 |
| 23182 - Electronics Technician Maintenance II | 23.40 |
| 23183 - Electronics Technician Maintenance III | 24.79 |
| 23260 - Fabric Worker | 17.11 |
| 23290 - Fire Alarm System Mechanic | 19.76 |
| 23310 - Fire Extinguisher Repairer | 15.79 |
| 23311 - Fuel Distribution System Mechanic | 24.95 |
| 23312 - Fuel Distribution System Operator | 20.99 |
| 23370 - General Maintenance Worker | 17.03 |
| 23380 - Ground Support Equipment Mechanic | 21.57 |
| 23381 - Ground Support Equipment Servicer | 19.06 |
| 23382 - Ground Support Equipment Worker | 19.87 |
| 23391 - Gunsmith I | 15.76 |
| 23392 - Gunsmith II | 18.44 |
| 23393 - Gunsmith III | 20.97 |

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| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 20.66 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 21.57 |
| 23430 - Heavy Equipment Mechanic | 21.33 |
| 23440 - Heavy Equipment Operator | 19.58 |
| 23460 - Instrument Mechanic | 22.09 |
| 23465 - Laboratory/Shelter Mechanic | 19.90 |
| 23470 - Laborer | 11.70 |
| 23510 - Locksmith | 19.90 |
| 23530 - Machinery Maintenance Mechanic | 23.46 |
| 23550 - Machinist, Maintenance | 20.97 |
| 23580 - Maintenance Trades Helper | 14.41 |
| 23591 - Metrology Technician I | 22.09 |
| 23592 - Metrology Technician II | 23.07 |
| 23593 - Metrology Technician III | 23.95 |
| 23640 - Millwright | 22.90 |
| 23710 - Office Appliance Repairer | 18.94 |
| 23760 - Painter, Maintenance | 17.59 |
| 23790 - Pipefitter, Maintenance | 21.86 |
| 23810 - Plumber, Maintenance | 20.66 |
| 23820 - Pneudraulic Systems Mechanic | 20.97 |
| 23850 - Rigger | 20.97 |
| 23870 - Scale Mechanic | 18.44 |
| 23890 - Sheet-Metal Worker, Maintenance | 18.01 |
| 23910 - Small Engine Mechanic | 16.83 |
| 23931 - Telecommunications Mechanic I | 25.27 |
| 23932 - Telecommunications Mechanic II | 26.40 |
| 23950 - Telephone Lineman | 18.74 |
| 23960 - Welder, Combination, Maintenance | 19.95 |
| 23965 - Well Driller | 19.98 |
| 23970 - Woodcraft Worker | 20.97 |
| 23980 - Woodworker | 15.37 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.16 |
| 24580 - Child Care Center Clerk | 12.80 |
| 24610 - Chore Aide | 9.55 |
| 24620 - Family Readiness And Support Services Coordinator | 12.64 |
| 24630 - Homemaker | 17.52 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 21.78 |
| 25040 - Sewage Plant Operator | 17.97 |
| 25070 - Stationary Engineer | 21.78 |
| 25190 - Ventilation Equipment Tender | 15.08 |
| 25210 - Water Treatment Plant Operator | 17.97 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 15.57 |
| 27007 - Baggage Inspector | 12.42 |
| 27008 - Corrections Officer | 17.50 |
| 27010 - Court Security Officer | 17.93 |
| 27030 - Detection Dog Handler | 13.89 |
| 27040 - Detention Officer | 17.50 |
| 27070 - Firefighter | 19.46 |
| 27101 - Guard I | 12.42 |
| 27102 - Guard II | 13.89 |
| 27131 - Police Officer I | 19.61 |
| 27132 - Police Officer II | 21.79 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 10.22 |
| 28042 - Carnival Equipment Repairer | 10.98 |
| 28043 - Carnival Equipment Worker | 8.60 |
| 28210 - Gate Attendant/Gate Tender | 12.73 |

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| 28310 - Lifeguard | 11.01 |
| 28350 - Park Attendant (Aide) | 14.24 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.29 |
| 28515 - Recreation Specialist | 17.16 |
| 28630 - Sports Official | 11.34 |
| 28690 - Swimming Pool Operator | 15.59 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 19.85 |
| 29020 - Hatch Tender | 19.85 |
| 29030 - Line Handler | 19.85 |
| 29041 - Stevedore I | 19.31 |
| 29042 - Stevedore II | 21.76 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.66 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.16 |
| 30021 - Archeological Technician I | 15.85 |
| 30022 - Archeological Technician II | 17.12 |
| 30023 - Archeological Technician III | 22.16 |
| 30030 - Cartographic Technician | 23.25 |
| 30040 - Civil Engineering Technician | 19.01 |
| 30061 - Drafter/CAD Operator I | 15.99 |
| 30062 - Drafter/CAD Operator II | 17.95 |
| 30063 - Drafter/CAD Operator III | 19.95 |
| 30064 - Drafter/CAD Operator IV | 24.55 |
| 30081 - Engineering Technician I | 16.65 |
| 30082 - Engineering Technician II | 18.70 |
| 30083 - Engineering Technician III | 21.71 |
| 30084 - Engineering Technician IV | 26.89 |
| 30085 - Engineering Technician V | 32.90 |
| 30086 - Engineering Technician VI | 39.41 |
| 30090 - Environmental Technician | 23.25 |
| 30210 - Laboratory Technician | 17.42 |
| 30240 - Mathematical Technician | 23.63 |
| 30361 - Paralegal/Legal Assistant I | 15.46 |
| 30362 - Paralegal/Legal Assistant II | 19.15 |
| 30363 - Paralegal/Legal Assistant III | 24.53 |
| 30364 - Paralegal/Legal Assistant IV | 28.34 |
| 30390 - Photo-Optics Technician | 23.75 |
| 30461 - Technical Writer I | 19.43 |
| 30462 - Technical Writer II | 23.77 |
| 30463 - Technical Writer III | 28.76 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 19.95 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 22.16 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 8.34 |
| 31030 - Bus Driver | 12.29 |
| 31043 - Driver Courier | 13.37 |
| 31260 - Parking and Lot Attendant | 9.02 |
| 31290 - Shuttle Bus Driver | 14.65 |
| 31310 - Taxi Driver | 10.72 |
| 31361 - Truckdriver, Light | 14.65 |
| 31362 - Truckdriver, Medium | 15.64 |
| 31363 - Truckdriver, Heavy | 17.56 |
| 31364 - Truckdriver, Tractor-Trailer | 17.56 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 8.03 |

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| 99050 - Desk Clerk | 9.31 |
| 99095 - Embalmer | 24.90 |
| 99251 - Laboratory Animal Caretaker I | 10.24 |
| 99252 - Laboratory Animal Caretaker II | 11.19 |
| 99310 - Mortician | 30.07 |
| 99410 - Pest Controller | 19.92 |
| 99510 - Photofinishing Worker | 11.95 |
| 99710 - Recycling Laborer | 14.39 |
| 99711 - Recycling Specialist | 17.84 |
| 99730 - Refuse Collector | 12.79 |
| 99810 - Sales Clerk | 11.90 |
| 99820 - School Crossing Guard | 11.72 |
| 99830 - Survey Party Chief | 21.05 |
| 99831 - Surveying Aide | 14.14 |
| 99832 - Surveying Technician | 18.49 |
| 99840 - Vending Machine Attendant | 13.93 |
| 99841 - Vending Machine Repairer | 16.37 |
| 99842 - Vending Machine Repairer Helper | 13.93 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial 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 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.