SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
	1	

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			1240BD25Q0015	02/11/2025

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ARLENE.STEFFEY@usda.gov	208-484-4622	02/28/2025 1200 PT

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
USDA-FS CSA NORTHWEST 2 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829	40BD	☐ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 562991

SIZE STANDARD: $9

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING
☒ SEE SCHEDULE		☐	14. METHOD OF SOLICITATION: ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
		USDA-FS CSA NORTHWEST 2 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829	40BD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 05/01/2025 to 04/30/2032 This is a Request for Quotes (RFQ) for Toilet Vault Septic Pumping Services for USFS Region 6 on the Mt Hood National Forest West Side Zone. This solicitation is expected to result in a firm fixed price commercial services Blanket Purchase Agreement on a CALL When Needed basis. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				PLEASE PRICE SCHEDULE OF ITEMS IN SECTION V.

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		ARLENE K. STEFFEY	

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6 of the Federal Acquisition Regulation (FAR), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(ii) This solicitation is issued as a Request for Quotation (RFQ).

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2025-03.

(iv) This procurement is set aside for small business. The NAICS code is 562991 and the Small Business Size Standard is $9 Million.

(v) Schedule of Items/Price Schedule

Vendor Name: _____ *Vendor UEI:* _____

PUMPING SERVICES FOR VAULT TOILETS

WEST ZONE MT HOOD NATIONAL FOREST

Zigzag Ranger District
70220 E Highway 26
Rhododendron, OR 97049

Line Item	Description of Site	# of Vaults/ Toilets	Approx. Vault Size	Estimated Annual Frequency	Miles from Zigzag	Price Period of Performance Date of award - 04/30/2025
ZZRD - 01	Mirror Lake Trailhead	1 double vault	1000 each	2	10	Price per trip $ _____
ZZRD- 02	Trillium Dam	1 single vault	750	1	15	Price per trip $ _____
ZZRD – 03a	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____
ZZRD – 03b	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____

Line Item	Description of Site	# of Vaults/ Toilets	Approx. Vault Size	Estimated Annual Frequency	Miles from Zigzag	Price Period of Performance Date of award - 04/30/2025
ZZRD - 03c	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____
ZZRD - 03d	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____
ZZRD - 03e	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____
ZZRD - 03f	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____
ZZRD - 03g	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____
ZZRD - 03h	Trillium Campground	1 double vault	750 each	1	15	Price per trip $ _____
ZZRD – 04	Little Crater Lake CG	2 single vaults	750 each	1	29	Price per trip $ _____

Clackamas River Ranger District
16400 Champion Way
Sandy, OR 97055

Line Item	Description of Site	# of Vaults/Toilets	Approx Vault Size	Estimated Annual Frequency	Miles from Sandy	Price Period of Performance TBD through 04/30/2025
CRRD - 01	La Dee OHV Staging Area	1 Single Vault	1000	2	22	Price per trip $ _____
CRRD - 02	Ripplebrook Store	1 single vault	1000	2	36	Price per trip $ _____

Line Item	Description of Site	# of Vaults/Toilets	Approx Vault Size	Estimated Annual Frequency	Miles from Sandy	Price Period of Performance TBD through 04/30/2025
CRRD - 03	Big Eddy Day Use	1 single vault	1000	1	25	Price per trip $ _____
CRRD – 04	Carter Bridge Day Use	1 single vault	1000	1	26	Price per trip $ _____
CRRD - 05	Little Fan Creek	1 double vault	750 each	1	44	Price per trip $ _____
CRRD - 06	Pegleg Falls	1 single vault	750	1	50	Price per trip $ _____
CRRD - 07	Hideaway CG	1 double vault	750 each	1	53	Price per trip $ _____
CRRD - 08	Shellrock CG	1 double vault	750 each	1	45	Price per trip $ _____
CRRD - 09	Kingfisher CG	1 double vault	1000	1	46	Price per trip $ _____
CRRD - 10	Raab CG	2 double vaults	1000 each	1	41	Price per trip $ _____
CRRD – 11a	Ripplebrook CG	1 double vault	1000 each	1	37	Price per trip $ _____
CRRD - 11b	Ripplebrook CG	1 single vault	750	1	37	Price per trip $ _____
CRRD - 11c	Ripplebrook CG	1 single vault	750	1	37	Price per trip $ _____
CRRD - 12	Riverford CG	1 double vault	1000	1	41	Price per trip $ _____
CRRD - 13	Riverside CG	2 double vaults	1000 each	1	40	Price per trip $ _____
CRRD - 14	Rainbow CG	1 double vault	1000 each	2	37	Price per trip $ _____

Line Item	Description of Site	# of Vaults/Toilets	Approx Vault Size	Estimated Annual Frequency	Miles from Sandy	Price Period of Performance TBD through 04/30/2025
CRRD - 15	Armstrong CG	1 double vault	1000 each	1	26	Price per trip $ _____

Driving Directions

Mirror Lake Trailhead

From Zigzag, OR travel eastbound on Hwy 26 for 10 miles. Trailhead on south side of the road.

Trillium Dam

From Zigzag, OR travel eastbound on Hwy 26 for 13 miles. Turn right onto NF-2656 road. Destination will be after about 2 miles.

Trillium Campground

From Zigzag, OR travel eastbound on Hwy 26 for 13 miles. Turn right onto NF-2656 road. Destination will be after about 1.7 miles.

Little Crater Lake Campground

From Zigzag, OR travel eastbound on Hwy 26 for 23 miles. Turn right onto NF-42/Skyline Rd. After about 4 miles, turn right onto NF-58. Destination will be on the left after about 2.5 miles.

LaDee OHV Staging Area

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E and travel for approximately 12 miles. Turn left onto N Fork Rd/NF-4610. Destination will be on the left after approximately 4 miles.

Big Eddy Day Use

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 18 miles.

Carter Bridge Day Use

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 20 miles.

Armstrong CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 20 miles.

Ripplebrook Store

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 30 miles.

Rainbow CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 31 miles.

Ripplebrook CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 31 miles.

Riverside CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 34 miles.

Riverford CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. Destination will be on the right after approximately 34 miles.

Raab CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. After 34 miles turn right onto NF-63 road. Destination will be on the right after approximately 1 mile.

Kingfisher CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. After 34 miles turn right onto NF-63 road. After 3.5 miles turn right onto Bagby Rd/NF-70. Destination will be after approximately 2 miles.

Little Fan Creek

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. After 34 miles turn right onto NF-63 road. Destination will be after approximately 4 miles.

Pegleg Falls

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. After 34 miles turn right onto NF-63 road. After 3.5 miles turn right onto Bagby Rd/NF-70. Destination will be after approximately 6 miles.

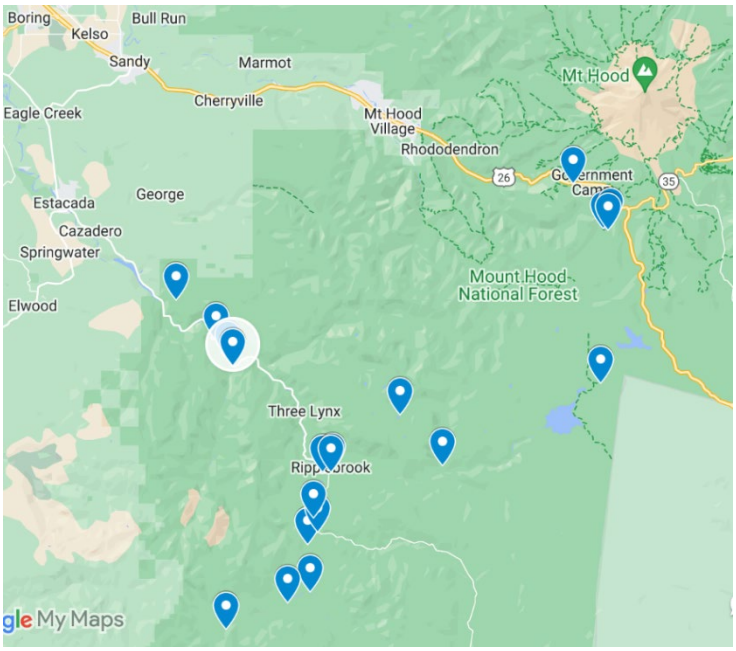
Shellrock CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. After 31 miles turn left onto NF-57. Travel about 7.5 miles and turn left onto NF-58. Destination will be on the left after approximately 0.5 miles.

Hideaway CG

From Sandy, OR travel south on Meinig Ave for approximately 6 miles. Turn left onto OR-211 S/OR-224 E. After 31 miles turn left onto NF-57. Travel about 7.5 miles and turn left onto NF-58. After about 3 miles turn left onto NF-5830. Destination will be after approximately 5.5 miles.

Proximity map for all sites:



(vi) Description of Requirement

See attached Statement of Objectives

The following attachments are part of this solicitation and awarded Blanket Purchase Agreement (BPA) and any awarded BPA Calls.

Future Calls will have the current revision and year attached.

Attachment no	*Title of Attachment*	*Pages*
1	Statement of Objectives	10
2	Service Contract Act WD #: 2015-5563	11

(vii) FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023) (Provision)

Addenda to provision FAR 52.212-1:

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

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

1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. https://www.sam.gov/SAM/

2) Offers submitted in response to this solicitation shall include a technical proposal, a price proposal, and contractor representations and certifications.

i) Relevant Experience and Past Performance – The evaluation will be based on each quoter's response to the information requested in the submission instructions. The Government may also consider other sources of past performance information including, but not limited to, Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic subcontract Reporting System (eSRS), references, U.S. Forest Service records, and other online research. Provide a phone number and business name, or person's name for any past performance provided.

3) Submit offer by email to arlene.steffey@usda.gov so that it is delivered into this inbox by February 28, 2025.

4) Address questions about this solicitation to A Kay Steffey, Contracting Officer

arlene.steffey@usda.gov

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

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

(i) Provide Relevant Experience and Past Performance

(ii) Price; (See Schedule of Items, no additional information is needed for evaluation purposes)

(b) 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)

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

VENDOR NAME: _____

VENDOR UEI: _____

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020) (Provision)

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

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

(c) (1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.*

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

(x) FAR 52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (MAY 2024) (Provision)

[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at FAR 52.212-3, Offeror Representations and Certifications-Commercial

Products and Commercial Services, with your offer. The full provision is available from http://www.acquisition.gov/far/.

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

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

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

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

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

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

(End of provision)

(xi) FAR 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2023)

(xii) FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services (JAN 2025)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3909 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

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

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

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

☒ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C.4712); this clause does not apply to contracts of DoD, NASA, Coast Guard, or applicable elements of the intelligence community – see FAR 3.900(a).

☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (9) 52.204.27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders–Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts (DEC 2023) (Pub. L. 115-390, title II).

☐ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders–Prohibition (DEC 2023) (Pub. L. 115-390, title II).

☐ (ii) Alternate I (DEC 2023) of 52.204-30.

☒ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

☐ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

☐ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

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

☐ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☐ (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

☐ (21) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (JAN 2025) of 52.219-9.

☐ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☐ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

☐ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (25) 52.219-27, Notice of Set-Aside for, or Sole Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

☒ (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

☐ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

☐ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

☒ (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

☐ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

☒ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

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

☒ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

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

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☒ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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

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

☐ (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (41) (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.)

☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671).

☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671).

☐ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671).

☐ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671).

☒ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

☐ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

☐ (ii) Alternate I (Jan 2017) of 52.224-3.

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

☐ (ii) Alternate I (Oct 2022) of 52.225-1.

☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I [Reserved].

☐ (iii) Alternate II (Dec 2022) of 52.225-3.

☐ (iv) Alternate III (FEB 2024) of 52.225-3.

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

☐ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

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

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

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

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

☒ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☒ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901).

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

☐ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

☐ (iii) Alternate II (Nov 2021) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

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

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

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

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

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

☐ (10) 52.247-69, Reporting Requirement for U.S. Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

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

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

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

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

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

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

ii. 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

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

iv. 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

vi. 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

vii. (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders–Prohibition (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

viii. 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

xiii. 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

xiv. 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.

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

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

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

xvii. 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).

xviii. 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).

xix. 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

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

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

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

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

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

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

xxv. 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3909 and 10 U.S.C. 3801). Flown down required in accordance with paragraph (c) of 52.232-40.

xxvi. 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901).

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

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

(End of Clause)

(xiii) Additional Requirements/Terms and Conditions:

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR): https://www.acquisition.gov/browse/index/far (Clauses are located at FAR part 52 and begin with 52)

Department of Agriculture Acquisition Regulation (AGAR):https://www.acquisition.gov/agar (Clauses are located at AGAR part 452 and begin with 452)

Deviations to clauses may be viewed at: Policies & Regulations | USDA

(End of clause)

FAR 52.203-3 Gratuities (APR 1984)

FAR 52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

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

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

FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024)

AGAR 452.204-70 Modification for Contract Closeout (DEVIATION JUN 2024)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by

the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR): https://www.acquisition.gov/browse/index/far (Provisions are located at FAR part 52 and begin with 52)

Department of Agriculture Acquisition Regulation (AGAR):https://www.acquisition.gov/agar (Provisions are located at AGAR part 452 and begin with 452)

Deviations to provisions may be viewed at: Policies & Regulations | USDA

(End of provision)

FAR 52.204-7	System for Award Management (OCT 2018)
FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
FAR 52.223-1	Biobased Product Certification (MAY 2024)
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)

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

STATEMENT OF OBJECTIVE

BLANKET PURCHASE AGREEMENT FOR

PUMPING SERVICES FOR VAULT/PIT TOILET AND SEPTIC SYSTEMS

Description of Requirement

1. Background

The U. S. Department of Agriculture (USDA) and U.S. Forest Service (USFS) through Region 6 Acquisitions Management require competitive sources for the procurement of pumping services for vault/pit toilet and septic systems at USDA Forest Service managed recreation sites located on the National Forests in Oregon and Washington. The intent of any awarded Blanket Purchase Agreements (BPA) is to streamline the acquisition process by providing direct access to a number of qualified vendors who are familiar in conducting business with the Federal Government.

2. Description of Agreement

This BPA will utilize specifications to define the requirements of each call placed. The specifications will provide the key characteristics of the site to be serviced. A Blanket Purchase Agreement/s (BPA) will be awarded in response to this solicitation. A BPA is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources. This is a Request for Quotations (RFQ) to establish a pool of vendors who can provide, as identified in the attached Schedule of Items.

The contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other incidentals necessary to perform toilet pumping services. The quote will be a fixed firm price per unit, per visit and will include ALL fees associated with the service provided, including but not limited, i.e., disposal of foreign debris found in the septic systems that is not classified as sewages.

Services may be needed anytime through the year, depending on the site. Some toilets are located at winter trailheads and may require winter pumping; however, most of the sites are busiest during the summer season, so services are normally required before and during the operating season, which can run anytime between April 1 through October 30 annually, but may occur throughout the entire year. Some locations also require services at the end of each season.

The number of sites and frequency of service may be increased or decreased throughout the life of the BPA and are subject to the change clause FAR 52.212-4(C) Changes.

The recreation sites are listed by forest and/or district locations. Not all sites will be on double lane, paved roads and some could be on single lane, dirt or gravel roads. See the attachments, by National Forest, for the full list of sites, including vault size, frequency of pumping, and other notes. The National Forests included in this solicitation include:

- Columbia River Gorge National Scenic Area (Oregon and Washington)
- Deschutes National Forest (Oregon)
- Mount Baker-Snoqualmie National Forest (Washington)

- Okanogan-Wenatchee National Forest (Washington)
- Olympic National Forest (Washington)
- Siuslaw National Forest (Oregon)
- Umpqua National Forest (Oregon)
- Willamette National Forest (Oregon)
- New sites added as needed (Washington & Oregon)

Effort will be made to combine trips to pump restrooms in the same general location to save mileage and costs, but there is no commitment to doing so in every request for service.

The toilets vary in maximum capacity and will be pumped on a "call when needed" basis with 90% of the waste contents removed per standard commercial practices. The contractor shall be responsible for making disposal arrangements including disposal of all sewage and debris, and payment of all fees. All waste shall be disposed of at a commercial treatment facility off National Forest Lands. Applicable OSHA, State and Local laws and regulations will be followed.

3. Extent of Obligation

The Government is only obligated to the extent of authorized calls placed against this BPA by authorized personnel, against authorized items.

4. Purchase Limitations

The limitation for each individual purchase under this BPA shall not exceed $100,000.

5. Individuals Authorized to Purchase under this BPA

Any warranted Contracting Officer with proper delegated authority within Forest Service Northwest Procurement Zone. BPA Calls will be issued as work becomes available.

6. Delivery Tickets

All services under this agreement shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

(i) Name of supplier.
(ii) BPA number.
(iii) Date of purchase.
(iv) Purchase/Call number.
(v) Itemized list of units furnished.
(vi) Quantity, unit price, and extension of each item, less applicable discounts.
(vii) Date of delivery or shipment

7. Invoices

Individual invoices will be submitted for each delivery or as specified and allowed by each call. Unless specified otherwise in the call, Invoices will be submitted to the Invoice Processing Platform (IPP) at www.ipp.gov. All vendors selected for award of a BPA will be required to register in the IPP system.

8. Placement of Calls

All work will be ordered based on the Firm-Fixed-Prices as shown in the Schedule of Items. BPA Calls may be issued orally and followed up in writing, by facsimile, or by electronic commerce methods.

The government anticipates awarding multiple BPA Calls shortly after award of BPA. Estimated start work dates and performance times will be identified on each Call. Calls may be issued continuously with no time discounted for normal weather conditions or fire restrictions.

The Contractor is not required to accept every Call. However, there is a general expectation that the Contractor will be available for most Calls.

Service contract wage rates will be added via attachment per BPA call/award. The wage rates included in this solicitation are provided as a sample only.

9. Cancellation of BPA

The United States government reserves the unilateral right to cancel this BPA by providing written notification to the contractor.

The contractor may withdraw from this BPA upon written request to the Contracting Officer. Withdrawal from the BPA does not affect awarded calls.

10. Points of Contact and Mailing Address

A Kay Steffey, Contracting Officer
208-484-4622
Arlene.steffey@usda.gov

Issuing Office:

Procurement and Property Services
USDA-FS, CSA NORTHWEST 2
1220 3RD AVE STE 310
1221 PORTLAND OR 97204-2829

11. Period of Performance

BPA Calls may be placed through **April 30, 2032**. Concurrent BPA Calls may be issued.

Period of Performance: May 1, 2022, through April 30, 2032

The agreement shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the Federal Acquisition Regulation. Contractors may be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement (or latest update if applicable) will remain in effect.

The Government reserves the right to make single or multiple awards based on the responses to this RFQ that represent the best value to the Government.

12. Modifying the BPA

This Blanket Purchase Agreement shall be changed only by modifying the agreement itself and not by individual orders issued under it. Only the Contracting Officer identified in paragraph 10, or their designated successor may modify this BPA

13. Definitions

CO: Contracting Officer - person with the authority to enter, administer, and/or terminate the contract.

GTM: Government Technical Monitor – person who surveys, monitors and inspects work (no contract authority).

COR: Contracting Officer Representative- person with limited authority to administer contract.

BPA Call, or Blanket BPA Call: An order for services placed against a BPA. Each BPA Call will be numbered by using the alpha character "F" as the procurement type identifier (e.g. 1240BK21F00xx).

Authorized Callers: Designated Forest employees will be identified after award for each BPA. Only those on the list may place an order or call for pumping services and any others shall be denied.

Purchase limitation. The dollar limitation for each individual purchase (BPA Call/Order) under the BPA shall not exceed a total of $xx.xx.

Extent of Obligation: The Government is hereby obligated only to the extent of authorized purchases (calls/orders) actually made under this Blanket Purchase Agreement.

Invoices: A consolidated invoice shall be submitted monthly which includes all pumping calls/orders in the period.

Delivery Tickets/Invoicing: All calls under the BPA shall be consolidated and invoiced monthly thru the Department of Treasury's electronic Invoice Processing Platform (IPP). This is a mandatory requirement initiated by USDA and the U.S. Department of Treasury and you can find more information at https://www.ipp.gov/index.htm. Please register at https://www.ipp.gov/vendors/enrollment-vendors.htm after award.

BPA TERMS AND CONDITIONS

Individual Project BPA Calls, or Blanket BPA Calls will be placed, at the fixed prices as shown on the Schedule of Items. The Government does not guarantee to any vendor any minimum number of orders or amount of award.

The BPA will be reviewed annually to ensure that it still represents a best value.

The Government is obligated only to the extent of authorized award amount.

The BPA does not obligate any funds.

To meet the needs of the Government, new agreements may be awarded at any time during the period of this agreement. Any new agreements will have the same completion date as the initial agreements.

All calls placed against this BPA are subject to the terms and conditions of this agreement. BPA Calls may be placed by email, mail, or oral communications.

(End of clause)

Task Orders/Calls – Request for Quote (RFQ) Procedures

a) *A Blanket Purchase Agreement (BPA) Call is a contractual instrument issued by an authorized and warranted government Contracting Officer to order work for the government.*
b) *As the need exists for performance under the terms of this BPA any warranted Forest Service Contracting Officer may solicit quotes and issues task orders against this contract.*
c) *Additional specifications may be provided with each RFQ.*
d) *RFQs will be transmitted primarily via e-mail.*
e) *RFQs may include evaluation criteria (ie: past performance, technical approach, etc.) which will require the submission of a technical proposal. All RFQs shall specify the method for award determination and indicate the required response documentation.*
f) *Upon the receipt of an RFQ from the Government, the Contractor shall respond as specified.*
g) *Multiple Award BPA holders will receive fair opportunity to be considered for each RFQ unless one of the exceptions in FAR Subpart 16.505(b)(2) applies.*

INDIVIDUAL PROJECT BPA PURCHASE/CALL PERFORMANCE PERIOD REQUIREMENTS

The following clause, FAR 52.211-10 , shall apply to each individual BPA Call. An estimated start work date will be included within the BPA Call. The specific days/dates included within a BPA Call will vary considerably. The allowed performance completion period for individual projects will be dependent upon factors such as project size, complexity, available work period limitations and date of issuance.

(End of Clause)

UNSATISFACTORY PERFORMANCE

Nonconformance with any of the specifications will require rework at the Contractor's expense, to bring the work up to specification standards. When inspection results are unsatisfactory and the deficiency is correctable, payment will not be made until the deficiency has been corrected.

(End of clause)

REWORK AND REINSPECTION AFTER REWORK

When inspection results are unsatisfactory and the deficiency is correctable, payment will not be made until deficiency has been corrected. Re-inspection after rework will be made in the same manner as the first inspection but may be at different locations. The Contractor shall pay for inspections necessitated by the rework.

(End of clause)

SUSPENSIONS OF WORK FOR OTHER THAN GOVERNMENT'S CONVENIENCE

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to placement of chemical sprays in areas other than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall not be considered as terminations for the Government's Convenience FAR 52.212-4(l), and shall not qualify for an equitable adjustment.

(End of clause)

USE OF PREMISES

The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform its contract in such a manner as not to interrupt or interfere with the conduct of Government business.

Before any camp is opened or operated on National Forest land or lands administered by the Forest Service, the Contractor shall request permission (in writing) from the COR. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor. If permission is granted, a camping permit will be issued.

It is further stipulated that in addition to clean up of any campsites, the Contractor shall remove its equipment from National Forest land before final acceptance and payment of the project.

(End of clause)

AGAR 452.236-73 ARCHAEOLOGICAL OR HISTORIC SITES (FEB 1988)

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

(End of clause)

LANDSCAPE PRESERVATION

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements:

Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or natural features unless specifically authorized by the Government. Unless otherwise provided, the Contractor shall confine contract operations to within the areas designated in contract documents. Unless otherwise provided in this contract, the Contractor shall gather rock, which falls outside the roadway due to contract operations and dispose of it as directed, by the Government.

Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumen, dust palliatives, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Government. If a petroleum spill should take place in the water, the Contractor shall immediately notify the COR and the Oregon Emergency Response System (OERS), telephone 1-800-452-0311 or 1-503-378-4124.

(End of clause)

THREATENED, ENDANGERED, AND SENSITIVE SPECIES

Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause, FAR 52.242-14.

(End of clause)

PROPERTY AND PERSONAL DAMAGE

The Contractor shall use every precaution necessary to prevent damage to public and private property. Land monuments and property markers shall not be disturbed until the Contracting Officer, or his/her representative, has witnessed or otherwise referenced their location and directed their removal.

The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his/her agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the government.

(End of clause)

PUBLIC OFFICIALS NOT PERSONALLY LIABLE

There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them, by, or with the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

(End of clause)

TRASH AND REFUSE MATERIAL

Contractor shall remove all its trash and refuse from the contract area. Material to be removed includes, but is not limited to: chemical containers, used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper garbage, etc. All placement of sanitary facilities will require prior approval of the Contracting Officer.

(End of clause)

AGAR 452.236-77 EMERGENCY RESPONSE (NOV 1996)

Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.212-4(c). *

TERMINATION FOR CAUSE, DAMAGES FOR DELAY

Employment of undocumented workers is conducive to creating situations that cause undue and unwarranted disruptions to contract work. To avoid these situations, it is hereby mutually agreed in the event the Contracting Officer receives written notice from the U. S. Immigration and Customs Enforcement (ICE) of two

(2) separate instances where undocumented workers were employed on work under this Contract; action will be taken to place the Contractor in default.

(End of clause)

USE OF ROADS BY CONTRACTOR

The Contractor is authorized to use all roads under the jurisdiction of the Forest Service that are open and necessary for direct route access to the contract work sites for all activities necessary to complete each BPA Call. This authorization is subject to the limitations described below, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

Keep existing roads open to all traffic during contract work and maintain them in a condition that will adequately accommodate traffic. Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a Written Plan or approval has been received for the satisfactory handling of traffic. Provide and post Traffic Control Signs and Devices in conformance with the "Manual on Uniform Traffic Control Devices" (MUTCD), if applicable. Do not proceed with work on the project until all required signs are in place.

Before shutting down any operations, leave all travel ways in a condition suitable for traffic. Unless otherwise provided, traffic delays may not exceed 30 minutes.

ISSUING OFFICE ADMINISTRATION

The Issuing Office shall be responsible for fund obligation and payment processing and shall complete all Federal Procurement Data System (FPDS) and other reporting as applicable.

(End of clause)

FAIR OPPORTUNITY

Each BPA holder will be given fair opportunity for the BPA Call. Past Performance, Quality Control, and price, prior to award and during contract performance will be considered on each BPA Call.

Ombudsman. If a Contractor believes they are not being fairly considered for a particular BPA Call, they may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Forest Service Ombudsman. The Ombudsman will review the

Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor is afforded a fair opportunity to be considered for the BPA Call. Complaints to the USDA Forest Service Ombudsman must be forwarded to:

Assistant Director for Operations, Acquisition Management, Washington Office Rosslyn Plaza

1621 N Kent Street, Plaza E, Suite 707

Arlington, VA 22209
Phone (703) 605-4665
Facsimile (703) 605-5100

(End of clause)

EVALUATION OF CONTRACTOR PERFORMANCE

Failure to sufficiently meet performance requirements and goals may prompt the Government to stop issuing Call Order Requests.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5563
Revision No.: 24
Date Of Last Revision: 12/23/2024

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 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 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Columbia, Multnomah, Washington, Yamhill
Washington Counties of Clark, Skamania

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.14
01012 - Accounting Clerk II		21.48
01013 - Accounting Clerk III		24.03
01020 - Administrative Assistant		33.55
01035 - Court Reporter		23.43
01041 - Customer Service Representative I		17.69***
01042 - Customer Service Representative II		19.31
01043 - Customer Service Representative III		21.68
01051 - Data Entry Operator I		18.92
01052 - Data Entry Operator II		20.65
01060 - Dispatcher, Motor Vehicle		23.25
01070 - Document Preparation Clerk		19.31
01090 - Duplicating Machine Operator		19.31
01111 - General Clerk I		18.13
01112 - General Clerk II		19.78

01113 - General Clerk III	22.20
01120 - Housing Referral Assistant	26.13
01141 - Messenger Courier	19.82
01191 - Order Clerk I	20.80
01192 - Order Clerk II	22.70
01261 - Personnel Assistant (Employment) I	20.20
01262 - Personnel Assistant (Employment) II	22.60
01263 - Personnel Assistant (Employment) III	25.20
01270 - Production Control Clerk	27.50
01290 - Rental Clerk	20.76
01300 - Scheduler, Maintenance	20.96
01311 - Secretary I	20.96
01312 - Secretary II	23.43
01313 - Secretary III	26.13
01320 - Service Order Dispatcher	20.79
01410 - Supply Technician	33.55
01420 - Survey Worker	23.75
01460 - Switchboard Operator/Receptionist	18.53
01531 - Travel Clerk I	19.15
01532 - Travel Clerk II	20.83
01533 - Travel Clerk III	23.19
01611 - Word Processor I	19.08
01612 - Word Processor II	21.42
01613 - Word Processor III	23.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	24.89
05040 - Automotive Glass Installer	23.42
05070 - Automotive Worker	23.42
05110 - Mobile Equipment Servicer	20.63
05130 - Motor Equipment Metal Mechanic	26.30
05160 - Motor Equipment Metal Worker	23.42
05190 - Motor Vehicle Mechanic	26.30
05220 - Motor Vehicle Mechanic Helper	19.21
05250 - Motor Vehicle Upholstery Worker	22.04
05280 - Motor Vehicle Wrecker	23.42
05310 - Painter, Automotive	24.89
05340 - Radiator Repair Specialist	23.42
05370 - Tire Repairer	20.28
05400 - Transmission Repair Specialist	26.30
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.70***
07041 - Cook I	20.50
07042 - Cook II	23.30
07070 - Dishwasher	16.54***
07130 - Food Service Worker	17.82
07210 - Meat Cutter	23.28
07260 - Waiter/Waitress	15.66***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.72
09040 - Furniture Handler	13.19***
09080 - Furniture Refinisher	20.19
09090 - Furniture Refinisher Helper	15.57***
09110 - Furniture Repairer, Minor	17.88
09130 - Upholsterer	19.01
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	18.38
11060 - Elevator Operator	18.01
11090 - Gardener	27.08
11122 - Housekeeping Aide	18.01
11150 - Janitor	18.01
11210 - Laborer, Grounds Maintenance	21.35
11240 - Maid or Houseman	17.72***
11260 - Pruner	19.50
11270 - Tractor Operator	25.21

11330 - Trail Maintenance Worker	21.35
11360 - Window Cleaner	19.72
12000 - Health Occupations	
12010 - Ambulance Driver	24.16
12011 - Breath Alcohol Technician	31.59
12012 - Certified Occupational Therapist Assistant	35.28
12015 - Certified Physical Therapist Assistant	31.05
12020 - Dental Assistant	28.50
12025 - Dental Hygienist	52.45
12030 - EKG Technician	41.85
12035 - Electroneurodiagnostic Technologist	41.85
12040 - Emergency Medical Technician	24.16
12071 - Licensed Practical Nurse I	28.25
12072 - Licensed Practical Nurse II	31.59
12073 - Licensed Practical Nurse III	35.22
12100 - Medical Assistant	23.96
12130 - Medical Laboratory Technician	35.97
12160 - Medical Record Clerk	24.87
12190 - Medical Record Technician	27.82
12195 - Medical Transcriptionist	19.98
12210 - Nuclear Medicine Technologist	53.27
12221 - Nursing Assistant I	15.96***
12222 - Nursing Assistant II	17.93
12223 - Nursing Assistant III	19.57
12224 - Nursing Assistant IV	21.96
12235 - Optical Dispenser	26.24
12236 - Optical Technician	19.39
12250 - Pharmacy Technician	24.77
12280 - Phlebotomist	22.86
12305 - Radiologic Technologist	45.11
12311 - Registered Nurse I	31.67
12312 - Registered Nurse II	38.74
12313 - Registered Nurse II, Specialist	38.74
12314 - Registered Nurse III	46.87
12315 - Registered Nurse III, Anesthetist	46.87
12316 - Registered Nurse IV	56.18
12317 - Scheduler (Drug and Alcohol Testing)	39.16
12320 - Substance Abuse Treatment Counselor	29.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.80
13012 - Exhibits Specialist II	34.45
13013 - Exhibits Specialist III	42.14
13041 - Illustrator I	23.43
13042 - Illustrator II	29.03
13043 - Illustrator III	35.51
13047 - Librarian	38.15
13050 - Library Aide/Clerk	21.40
13054 - Library Information Technology Systems Administrator	34.45
13058 - Library Technician	24.74
13061 - Media Specialist I	24.86
13062 - Media Specialist II	27.80
13063 - Media Specialist III	31.01
13071 - Photographer I	19.51
13072 - Photographer II	21.84
13073 - Photographer III	27.05
13074 - Photographer IV	33.09
13075 - Photographer V	40.03
13090 - Technical Order Library Clerk	26.86
13110 - Video Teleconference Technician	24.82
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.15
14042 - Computer Operator II	23.66
14043 - Computer Operator III	26.38
14044 - Computer Operator IV	29.31

14045 - Computer Operator V		32.46
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		21.15
14160 - Personal Computer Support Technician		29.31
14170 - System Support Specialist		32.46
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		37.90
15020 - Aircrew Training Devices Instructor (Rated)		45.85
15030 - Air Crew Training Devices Instructor (Pilot)		54.96
15050 - Computer Based Training Specialist / Instructor		37.90
15060 - Educational Technologist		43.19
15070 - Flight Instructor (Pilot)		54.96
15080 - Graphic Artist		30.18
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		54.96
15086 - Maintenance Test Pilot, Rotary Wing		54.96
15088 - Non-Maintenance Test/Co-Pilot		54.96
15090 - Technical Instructor		25.78
15095 - Technical Instructor/Course Developer		31.54
15110 - Test Proctor		20.81
15120 - Tutor		20.81
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		18.02
16030 - Counter Attendant		18.02
16040 - Dry Cleaner		20.60
16070 - Finisher, Flatwork, Machine		18.02
16090 - Presser, Hand		18.02
16110 - Presser, Machine, Drycleaning		18.02
16130 - Presser, Machine, Shirts		18.02
16160 - Presser, Machine, Wearing Apparel, Laundry		18.02
16190 - Sewing Machine Operator		21.46
16220 - Tailor		22.31
16250 - Washer, Machine		18.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		30.31
19040 - Tool And Die Maker		36.86
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.77
21030 - Material Coordinator		27.50
21040 - Material Expediter		27.50
21050 - Material Handling Laborer		20.65
21071 - Order Filler		19.72
21080 - Production Line Worker (Food Processing)		23.77
21110 - Shipping Packer		21.15
21130 - Shipping/Receiving Clerk		21.15
21140 - Store Worker I		17.27***
21150 - Stock Clerk		22.15
21210 - Tools And Parts Attendant		23.77
21410 - Warehouse Specialist		23.77
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.79
23019 - Aircraft Logs and Records Technician		31.65
23021 - Aircraft Mechanic I		37.75
23022 - Aircraft Mechanic II		39.79
23023 - Aircraft Mechanic III		41.82
23040 - Aircraft Mechanic Helper		27.54
23050 - Aircraft, Painter		35.72
23060 - Aircraft Servicer		31.65
23070 - Aircraft Survival Flight Equipment Technician		35.72
23080 - Aircraft Worker		33.65

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.65
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.75
23110 - Appliance Mechanic	22.19
23120 - Bicycle Repairer	20.12
23125 - Cable Splicer	57.08
23130 - Carpenter, Maintenance	31.08
23140 - Carpet Layer	25.65
23160 - Electrician, Maintenance	46.61
23181 - Electronics Technician Maintenance I	34.70
23182 - Electronics Technician Maintenance II	36.88
23183 - Electronics Technician Maintenance III	38.96
23260 - Fabric Worker	30.07
23290 - Fire Alarm System Mechanic	34.47
23310 - Fire Extinguisher Repairer	28.42
23311 - Fuel Distribution System Mechanic	39.09
23312 - Fuel Distribution System Operator	30.65
23370 - General Maintenance Worker	23.86
23380 - Ground Support Equipment Mechanic	37.75
23381 - Ground Support Equipment Servicer	31.65
23382 - Ground Support Equipment Worker	33.65
23391 - Gunsmith I	28.42
23392 - Gunsmith II	32.28
23393 - Gunsmith III	36.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.34
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.98
23430 - Heavy Equipment Mechanic	33.66
23440 - Heavy Equipment Operator	34.02
23460 - Instrument Mechanic	33.43
23465 - Laboratory/Shelter Mechanic	34.31
23470 - Laborer	20.65
23510 - Locksmith	22.56
23530 - Machinery Maintenance Mechanic	32.09
23550 - Machinist, Maintenance	27.95
23580 - Maintenance Trades Helper	20.00
23591 - Metrology Technician I	33.43
23592 - Metrology Technician II	35.23
23593 - Metrology Technician III	37.03
23640 - Millwright	37.00
23710 - Office Appliance Repairer	23.03
23760 - Painter, Maintenance	23.30
23790 - Pipefitter, Maintenance	41.99
23810 - Plumber, Maintenance	39.73
23820 - Pneudraulic Systems Mechanic	36.25
23850 - Rigger	37.11
23870 - Scale Mechanic	32.28
23890 - Sheet-Metal Worker, Maintenance	37.64
23910 - Small Engine Mechanic	22.63
23931 - Telecommunications Mechanic I	33.61
23932 - Telecommunications Mechanic II	35.43
23950 - Telephone Lineman	32.10
23960 - Welder, Combination, Maintenance	27.86
23965 - Well Driller	30.91
23970 - Woodcraft Worker	36.25
23980 - Woodworker	28.42
24000 - Personal Needs Occupations	
24550 - Case Manager	22.90
24570 - Child Care Attendant	17.29***
24580 - Child Care Center Clerk	21.57
24610 - Chore Aide	17.81
24620 - Family Readiness And Support Services Coordinator	22.90

24630 - Homemaker	22.90
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	39.40
25040 - Sewage Plant Operator	36.32
25070 - Stationary Engineer	39.40
25190 - Ventilation Equipment Tender	28.75
25210 - Water Treatment Plant Operator	36.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	35.74
27007 - Baggage Inspector	18.28
27008 - Corrections Officer	38.57
27010 - Court Security Officer	39.06
27030 - Detection Dog Handler	20.45
27040 - Detention Officer	38.57
27070 - Firefighter	41.34
27101 - Guard I	18.28
27102 - Guard II	20.45
27131 - Police Officer I	39.56
27132 - Police Officer II	43.95
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.21
28042 - Carnival Equipment Repairer	22.78
28043 - Carnival Worker	16.40***
28210 - Gate Attendant/Gate Tender	23.90
28310 - Lifeguard	16.15***
28350 - Park Attendant (Aide)	26.73
28510 - Recreation Aide/Health Facility Attendant	19.52
28515 - Recreation Specialist	33.13
28630 - Sports Official	21.30
28690 - Swimming Pool Operator	25.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	39.18
29020 - Hatch Tender	39.18
29030 - Line Handler	39.18
29041 - Stevedore I	36.88
29042 - Stevedore II	41.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	48.64
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	33.54
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	36.93
30021 - Archeological Technician I	20.69
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.68
30030 - Cartographic Technician	28.68
30040 - Civil Engineering Technician	37.91
30051 - Cryogenic Technician I	31.76
30052 - Cryogenic Technician II	35.08
30061 - Drafter/CAD Operator I	20.69
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.81
30064 - Drafter/CAD Operator IV	31.76
30081 - Engineering Technician I	18.17
30082 - Engineering Technician II	20.39
30083 - Engineering Technician III	22.81
30084 - Engineering Technician IV	28.34
30085 - Engineering Technician V	34.94
30086 - Engineering Technician VI	41.83
30090 - Environmental Technician	30.04
30095 - Evidence Control Specialist	28.68
30210 - Laboratory Technician	24.83
30221 - Latent Fingerprint Technician I	39.76
30222 - Latent Fingerprint Technician II	43.92
30240 - Mathematical Technician	34.29
30361 - Paralegal/Legal Assistant I	22.15
30362 - Paralegal/Legal Assistant II	27.45

30363 - Paralegal/Legal Assistant III		33.58
30364 - Paralegal/Legal Assistant IV		40.62
30375 - Petroleum Supply Specialist		35.08
30390 - Photo-Optics Technician		28.68
30395 - Radiation Control Technician		35.08
30461 - Technical Writer I		28.62
30462 - Technical Writer II		35.01
30463 - Technical Writer III		42.35
30491 - Unexploded Ordnance (UXO) Technician I		30.91
30492 - Unexploded Ordnance (UXO) Technician II		37.40
30493 - Unexploded Ordnance (UXO) Technician III		44.82
30494 - Unexploded (UXO) Safety Escort		30.91
30495 - Unexploded (UXO) Sweep Personnel		30.91
30501 - Weather Forecaster I		31.76
30502 - Weather Forecaster II		38.63
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.81
30621 - Weather Observer, Senior	(see 2)	28.68
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		37.40
31020 - Bus Aide		21.99
31030 - Bus Driver		29.82
31043 - Driver Courier		20.13
31260 - Parking and Lot Attendant		17.58***
31290 - Shuttle Bus Driver		18.94
31310 - Taxi Driver		16.50***
31361 - Truckdriver, Light		21.62
31362 - Truckdriver, Medium		23.12
31363 - Truckdriver, Heavy		29.61
31364 - Truckdriver, Tractor-Trailer		29.61
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		18.23
99030 - Cashier		16.61***
99050 - Desk Clerk		17.37***
99095 - Embalmer		29.76
99130 - Flight Follower		30.91
99251 - Laboratory Animal Caretaker I		18.59
99252 - Laboratory Animal Caretaker II		19.97
99260 - Marketing Analyst		37.84
99310 - Mortician		29.76
99410 - Pest Controller		22.84
99510 - Photofinishing Worker		24.28
99710 - Recycling Laborer		33.12
99711 - Recycling Specialist		39.11
99730 - Refuse Collector		30.26
99810 - Sales Clerk		17.22***
99820 - School Crossing Guard		19.92
99830 - Survey Party Chief		36.65
99831 - Surveying Aide		21.61
99832 - Surveying Technician		29.59
99840 - Vending Machine Attendant		18.94
99841 - Vending Machine Repairer		23.11
99842 - Vending Machine Repairer Helper		18.94

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75 per hour) or 13658 ($13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The

minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.36 per hour, up to 40 hours per week, or $214.40 per week or $929.07 per month

HEALTH & WELFARE EO 13706: $4.93 per hour, up to 40 hours per week, or $197.20 per week, or $854.53 per month*

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

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

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

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

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

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

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

specifications;

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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

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

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

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

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

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

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