SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: IHS1522546

PAGE 1 OF 41

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 75H70626Q00189

6. SOLICITATION ISSUE DATE: 07/09/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: FARRAH AZURE

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/LOCAL TIME: 08/07/2026 1200 CT

9. ISSUED BY CODE 163

Belcourt PHS Indian Hospital
1300 Hospital Road
P.O. Box 160
Belcourt ND 58316

10. THIS ACQUISITION IS ☒ 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): 811310

SIZE STANDARD: $12.5

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

Multiple Destinations

16. ADMINISTERED BY CODE 163

Belcourt PHS Indian Hospital
1300 Hospital Road
PO Box 160
Belcourt ND 58316

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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
	Preventative Maintenance on Three (3) Ice Machines and Ice Bin Sanitation for the Quentin N Burdick Memorial Health Care Facility in Belcourt, ND. Period of Performance is five (5) years from date of award. Base Period:_____ Option Period One:_____ Option Period Two:_____ Option Period Three:_____ Option Period Four:_____ *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	2026 Preventative Maintenance on Three (3) Ice Machines and Ice Bin Sanitation. Quarters 3 & 4 Delivery: 12/31/2026 Delivery Location Code: IHSBELCOURT BELCOURT SERVICE UNIT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 08/17/2026 to 12/31/2026				
2	2027 Preventative Maintenance on Three (3) Ice Machines and Ice Bin Sanitation. Quarters 1-4 (Option Line Item) 01/01/2027 Delivery: 12/31/2027 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 01/01/2027 to 12/31/2027 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3	2028 Preventative Maintenance on Three (3) Ice Machines and Ice Bin Sanitation. Quarters 1-4 (Option Line Item) 01/01/2028 Delivery: 12/31/2028 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 01/01/2028 to 12/31/2028				
4	2029 Preventative Maintenance on Three (3) Ice Machines and Ice Bin Sanitation. Quarters 1-4 (Option Line Item) 01/01/2029 Delivery: 12/31/2029 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 01/01/2029 to 12/31/2029				
5	2030 Preventative Maintenance on Three (3) Ice Machines and Ice Bin Sanitation. Quarters 1-4 (Option Line Item) 01/01/2030 Delivery: 12/31/2030 Delivery Location Code: IHSBELCOURT IHSBELCOURT Q.N.B.M.H.C.F 1300 Hospital Road PO Box 160 Belcourt ND 58316 US Period of Performance: 01/01/2030 to 12/31/2030 The quoted unit price is an all-inclusive cost. All-inclusive is defined to include travel, lodging, per diem, fringe benefits, Federal/State/Local taxes, plus any other costs pertinent to the performance of this contract. Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Unique Entity ID:_____ The Unique Entity ID (UEI) is required, provided you do not have one, you may visit SAM.gov to obtain one. You will need a UEI to be awarded the purchase order and must be registered with an Active, Registration in the System for Award Management (SAM), you can register at www.sam.gov Federal Tax ID Number:_____ Email Address:_____ Net Terms:_____ The quoter is hereby notified that they must be registered in SAM (System for Award Management) before the Government will issue an award.				

Quentin N Burdick Memorial HealthCare Facility

Ice Machine Preventive Maintenance and Ice Bin Sanitizing Services

Performance Work Statement

Contents

1.0 General....2
2.0 Specific Requirements/Tasks....3
3.0 Contractor Quality Assurance....3
4.0 Delivery or Deliverables....4
5.0 Meetings....5
6.0 Required Travel and Other Direct Costs (ODCs)....5
7.0 Special Instructions....5
8.0 Government Furnished Property/Equipment/Information....6
9.0 Contractor Authority:....6
10.0 Glossary of Abbreviations and Acronyms....6

Performance Work Statement (PWS)

for the

Ice Machine Preventative Maintenance

1.0 General

1.1 Introduction

The mission of the Indian Health Service (IHS) is to raise the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level. The mission of the Quentin N. Burdick Memorial Healthcare Facility (QNBMHCF) is to provide quality healthcare services to eligible beneficiaries.

This acquisition is for preventive maintenance, cleaning, disinfecting, sanitizing, inspection, and testing of three (3) ice machines located within QNBMHCF. The services are required to ensure sanitary ice production, compliance with infection control requirements, and continued safe operation of the equipment.

1.2 Objective

The objective of this contract is to maintain sanitary and operational ice machines through quarterly preventive maintenance and ice bin sanitization services that result in negative bacterial culture results and continued reliable operation of all equipment.

1.3 Scope of Work

The contractor shall provide all labor, materials, tools, equipment, supplies, supervision, and transportation necessary to perform quarterly preventive maintenance and sanitization of three (3) Scotsman HID525 ice machines and associated ice bins located within QNBMHCF.

Services shall include cleaning, disinfecting, sanitizing, inspection, filter inspection, operational checks, and verification of proper equipment operation.

1.4 Background

QNBMHCF operates three ice machines that support patient care and facility operations. Facility policy requires preventive maintenance and sanitization quarterly throughout the calendar year to reduce the risk of bacterial contamination and maintain equipment performance

1.5 Type of Contract Contemplated

Firm-Fixed-Price (FFP), non-personal commercial service One (1) Base year contract, FAR Part 52.217-8 Option to extend services.

1.6 Period of Performance

The period of performance shall be for five (5) years from date of award. Required service months will be completed quarterly, beginning service upon awarding of contract.

1.7 Place of Performance

Quentin N. Burdick Memorial Healthcare Facility
1300 Hospital Loop
Belcourt, ND 58316

Services shall be performed at the following locations within the facility:

1.1. Dietary Services
1.2. Emergency Room
1.3. Medical-Surgical Ward

1.8 Applicable Documents

The contractor shall comply with:

- Scotsman HID525 Ice Machine User Manual and Instructions for Use (IFU)
- Applicable Federal regulations
- Applicable Tribal regulations
- Applicable State regulations
- Applicable Local regulations
- Occupational Safety and Health requirements
- Environmental Protection Requirements

2.0 Specific Requirements/Tasks

2.1 Quarterly Preventive Maintenance Services

The contractor shall perform preventive maintenance on all three (3) ice machines during each scheduled quarterly visit.

- Preventive maintenance includes:
- Cleaning the ice machine
- Disinfecting the ice machine
- Sanitizing all internal and external components
- Cleaning and sanitizing ice bins
- Cleaning and sanitizing the ice auger
- Inspection of all machine components
- Operational verification

2.1.1 Required Maintenance Activities

- The contractor shall perform, at a minimum:
- Remove all ice before cleaning.
- Clean the water system.
- Remove and inspect water filters.
- Check filtration system and water pressure.
- Visually inspect the entire machine.
- Sanitize all components, including dispenser and storage bin.
- Reassemble equipment and observe two complete operating cycles.

- The contractor shall follow all current Scotsman HID525 manufacturer instructions.

2.1.2 Infection Control Requirements

The contractor shall:

- Wear examination gloves.
- Change gloves as needed.
- Utilize protective clothing when required.
- Protect facility property and equipment during performance.

2.1.3 Contractor Qualifications

The contractor shall demonstrate a successful history of providing preventive maintenance and sanitization services of similar scope and complexity.

2.1.4 Corrective Action Requirements

Prior to preventive maintenance, the Quentin N Burdick facility laboratory personnel will obtain bacterial cultures from the ice and water portals of all three machines.

A second set of cultures will be obtained two (2) days after completion of preventive maintenance.

Any positive bacterial culture shall be considered unacceptable performance.

The contractor shall repeat the full preventive maintenance process within seven (7) calendar days of notification of a positive culture result at no additional cost to the Government.

2.1.5 Supervision

The contractor shall provide competent supervision during all work performed under this contract.

3.0 Contractor Quality Assurance.

The contractor shall establish and maintain a quality control program to ensure services meet contract requirements.

Performance standards include:

Performance Standard	Acceptable Quality Level
Completion of quarterly PM	100%
Compliance with Scotsman IFUs	100%
Completion of required sanitization	100%
Negative bacterial cultures following PM	100%
Completion of corrective PM after positive culture	Within 7 days

The Government reserves the right to inspect all services performed and reject unacceptable work.

4.0 Delivery or Deliverables

Deliverable	Frequency	Due Date
Quarterly Preventive Maintenance Service	Quarterly	Every 3 months

Deliverable	Frequency	Due Date
Service Report	After each PM	Within 3 business days
Documentation of completed maintenance	After each PM	Within 3 business days
Corrective PM Report (if required)	As needed	Within 7 days of positive culture notification

Notice to contractors:

All information and data related to this project that the contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the government. The contracting officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the contracting officer.

5.0 Meetings

5.1 Post-Award Kickoff Meeting

The Government may conduct a post-award kickoff meeting within ten (10) business days of award.

5.2 Service Coordination

The contractor shall coordinate service schedules with the Contracting Officer's Representative (COR) prior to each quarterly maintenance visit.

6.0 Required Travel and Other Direct Costs (ODCs)

Travel costs necessary to perform services at QNBMHCF shall be included in the contractor's fixed price unless otherwise specified in the contract.

7.0 Special Instructions

7.1 Licensing Requirements

The contractor shall possess a valid business license and any applicable authorizations required to perform work on the Turtle Mountain Reservation, including TERO requirements.

Evidence of compliance shall be submitted prior to award.

7.2 Liability

The contractor remains liable for acts of omission, negligence, improper repair, or any actions that jeopardize patient, visitor, or employee health and safety.

8.0 Government Furnished Property/Equipment/Information

The Government will provide:

- Access to the facility
- Access to the three ice machines
- Laboratory culture testing before and after preventive maintenance
- Facility escort when required

The Government will not provide contractor tools, equipment, materials, or personal protective equipment

> *FAR 45. 102 policy is that contractors are ordinarily required to furnish all property necessary to perform contracts and government property is provided only under limited circumstances. Consider that if the schedule is contingent on the contractor's timely receipt of any government-furnished items, there is likely to be a one-for-one slip in delivery of the required end-item (a delay for which the contractor cannot be held responsible). Also, the CO is required to verify that the contractor has an approved government property control system*.]

9.0 Contractor Authority:

1. Authority

1.1. No person other than the Contracting Officer has authority to bind the Government with respect t o this contract.

1.2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.

1.3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:

1.3.1. An understanding or agreement between the Contractor and anyone other than the Contracting Officer.

1.3.2.A purported modification or change order issued by anyone other than the Contracting Officer.

1.3.3.A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or

1.3.4. An order, direction, consent, or permission from anyone other than the Contracting Officer to:

1.3.4.1. Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or

1.3.4.2. Expend hours in excess of a specified level of effort.

COR Information

Tiffany Parisien
Pharmacy Administrative Support Assistant

Quentin N. Burdick Memorial Healthcare Facility
Belcourt Indian Health Service
1300 Hospital Loop, PO Box 160
Belcourt, ND 58316
Tiffany.Parisien@ihs.gov

10.0 Glossary of Abbreviations and Acronyms

Acronym	Definition
COR	Contracting Officer's Representative
IFU	Instructions for Use
IHS	Indian Health Service
PM	Preventive Maintenance
PWS	Performance Work Statement
QNBMHCF	Quentin N. Burdick Memorial Healthcare Facility
TERO	Tribal Employment Rights Office

Table 1: Model for List of Deliverables

For fixed-price line items:

Line Item #	**Description**	**Product or Service Code (PSC)**	**Accounting classification**	**Unit of measure**	**Quantity**	**Unit price (FP)**	**Total price**	**Delivery schedule *OR* Period of performance**	**Destination *OR* Place of performance**	**SOW reference***
001			Typically one, but If multiple accounting classifications for a single deliverable apply, include the dollar amount for each					Due date or frequency		
002		Not required in the line item if there are associated deliverable subline items that include the actual detailed identification								
002-01										
002-02			For informational							

			(administrative) subline items, an accounting classification citation is not required							
	Add rows as needed									

For cost-reimbursement line items:

Line Item #	**Description**	**Product or Service Code (PSC)**	**Accounting classification**	**Unit of measure**	**Quantity**	**Estimated cost**	**Fee (if any)**	**Total estimated cost plus any fee**	**Delivery schedule *OR* Period of performance**	**Destination *OR* Place of performance**	**SOW reference***
001			Typically one, but if multiple accounting classifications for a single deliverable apply, include the dollar amount for each						Due date or frequency		
002		Not required in the line item if there are associated	For informational (administrative) subline items, an accounting classification								

		deliverable subline items that include the actual detailed identification	citation is not required								
002-01											
002-01											
	Add rows as needed										

CLAUSES INCORPORATED BY REFERENCE
(Firm Fixed-Price, Non-Personal Service – Commercial Items)

FAR CITATION: 52.252-1 Solicitation Provision Incorporated by Reference. (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and defect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): *www.acquisition.gov/far.*
52.252-2 Clauses Incorporated by Reference. (FEB 1998)
This purchase order 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 address: *www.acquisition.gov/far*

"System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM."

I. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Clauses

No.	FAR Citation	Clause Title	Clause Date
		PROVISIONS	
1.	52.204-7	System for Award Management	**Class Deviation RFO-2025-04**
2.	52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	**Class Deviation RFO-2025-12**
		CLAUSE	
1.	52.202-1	Definitions	JUN 2020
2.	52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
3.	52.204-13	System for Award Management Maintenance	**Class Deviation RFO-2025-04**
4.	52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
5.	52.216-25	Contract Definitization	OCT 2010
6.	52.217-5	Evaluation of Options	**Class Deviation RFO-2025-17**
7.	52.217-8	Option to Extend Services	NOV 1999
8.	52.222-50	Combating Trafficking in Persons	**Class Deviation RFO-2025-22**
9.	52.224-1	Privacy Act Notification	APR 1984
10.	52.224-2	Privacy Act	APR 1984
11.	52.224-3	Privacy Training	JAN 2017
12.	52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
13.	52.232-33	Payment by EFT – SAM	OCT 2018
14.	52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
15.	52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
16.	52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	NOV2024

II. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Clauses in Full Text

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services

As prescribed in 12.301(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the

Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest*.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

following order:

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

III. Department of Health and Human Services Acquisition Regulations (HHSAR)(49 Chapter 3) Clauses Full Text

No.	HHSAR Citation	Clause Title	Clause Date
1.	HHSAR 352.224-70	Privacy Act	December 2015
2.	HHSAR 352.224-71	Confidential Information	December 2015
3.	HHSAR 352.226-1	Indian Preference	December 2015
4.	HHSAR 352.226-2	Indian Preference Program	December 2015
5.	HHSAR 352.232-71	Electronic Submission of Payment Requests	February 2022
6.	HHSAR 352.237-70	Pro-Children Act	December 2015
7.	HHSAR 352.237-71	Crime Control Act-Reporting of Child Abuse	December 2015
8.	HHSAR 352.237-72	Crime Control Act-Requirement for Background Checks	December 2015
9.	HHSAR 352.237-73	Indian Child Protection and Family Violence Act	December 2015
10.	HHSAR 352.237-74	Non-Discrimination in Service Delivery	December 2015
11.	HHSAR 352.239-74	Electronic and Information Technology Accessibility	December 2015

352.224-70 Privacy Act

Privacy Act (DEC 2015)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations.
The term *system of records* means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)).
The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)).
The contract work statement:
(a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and
(b) Specifies the disposition to be made of such records upon completion of contract performance.

(End of Clause)

352.224-71 Confidential Information

Confidential Information (DEC 2015)

(a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
(b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.
(c) Confidential Information or records shall not be disclosed by the Contractor until:
(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.
(2) For information provided by or on behalf of the government,
(i) The publication or dissemination of the following types of information are restricted under this contract: [INSERT RESTRICTED TYPES OF INFORMATION. IF NONE, SO STATE.]
(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: [STATE WHY THE PUBLIC OR GOVERNMENT INTEREST REQUIRES THE RESTRICTION OF EACH TYPE OF INFORMATION. ANY BASIS

FOR NONDISCLOSURE WHICH WOULD BE VALID UNDER THE FREEDOM OF INFORMATION ACT IS SUFFICIENT UNDER THIS CLAUSE.]
(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.
(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(End of Clause)

352.226-1 Indian Preference.

As prescribed in HHSAR 326.505(a), the Contracting Officer shall insert the following clause:

Indian Preference (DEC 2015)

(a) The Contractor agrees to give preference in employment opportunities under this contract to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. To the extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts to the extent feasible and consistent with the efficient performance of this contract. The Contractor shall maintain the necessary statistical records to demonstrate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall provide reasonable opportunities for training, incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, the Contractor may satisfy those needs by selecting non-Indian persons in accordance with the clause of this contract entitled “Equal Opportunity.”

(d) If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small businesses; HUBZone small businesses; service-disabled, veteran-owned small businesses; 8(a) small businesses; veteran-owned small businesses; women-owned small businesses; or small disadvantaged businesses.

(e) As used in this clause,

(1) *Indian* means a person who is a member of an Indian tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual provide evidence within 30 days from the tribe concerned that the person is a member of the tribe.

(2) *Indian tribe* means an Indian tribe, pueblo, band, nation, or other organized group or community, including Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601) which the United States recognizes as eligible for the special programs and services provided to Indians because of its status as Indians.

(3) *Indian organization* means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451).

(4) *Indian-owned economic enterprise* means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

(f) The Contractor agrees to include the provisions of this clause, including this paragraph (f) of this clause, in each subcontract awarded at any tier under this contract.

(g) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

352.226-2 Indian Preference Program.

As prescribed in HHSAR 326.505(b), the Contracting Officer shall insert the following clause:

Indian Preference Program (DEC 2015)

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference," the Contractor agrees to establish and conduct an Indian preference program which will expand opportunities for Indians to receive preference for employment and training in connection with the work performed under this contract, and which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts. In this connection, the Contractor shall perform the following:

(1) Designate a liaison officer who will maintain liaison with the Government and the Tribe(s) on Indian preference matters; supervise compliance with the provisions of this clause; and administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all employment advertisements that Indian applicants receive preference in employment and training incident to such employment.

(3) Not more than 20 calendar days after award of the contract, post a written notice setting forth the Contractor's employment needs and related training opportunities in the tribal office of any reservations on or near the contract work location. The notice shall include the approximate numbers and types of employees needed; the approximate dates of employment; any experience or special skills required for employment; training opportunities available; and other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the tribe(s) on or near whose reservation(s) the Contractor will perform contract work to provide assistance filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors (including suppliers) under this contract. The Contractor shall give public notice of existing subcontracting opportunities and, to the extent feasible and consistent with the efficient performance of this contract, shall solicit bids or proposals from Indian organizations or Indian-owned economic enterprises only. The Contractor shall request assistance and information on Indian firms qualified as subcontractors (including suppliers) from the Tribe(s) on or near whose reservation(s) the Contractor will perform contract work. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact regarding the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including -

(i) A clear description of the supplies or services required, including quantities, specifications, and delivery schedules that facilitate the participation of Indian firms;

(ii) A statement indicating that Indian organizations and Indian-owned economic enterprises will receive preference in accordance with section 7(b) of Public Law 93-638; 88 Stat. 2205; 25 U.S.C. 450e(b);

(iii) Definitions for the terms “Indian organization” and “Indian-owned economic enterprise” prescribed under the “Indian Preference” clause of this contract;

(iv) A statement that the bidder or offeror shall complete certifying that it is an Indian organization or Indian-owned economic enterprise; and

(v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If, after soliciting bids or proposals from Indian organizations and Indian-owned economic enterprises, the Contractor receives no responsive bid or acceptable proposal, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract. If the Contractor receives one or more responsive bids or conforming proposals, the Contractor shall award the contract to the low, responsive, responsible bidder or conforming offer from a responsible offeror if the price is reasonable. If the Contractor determines the low responsive bid or conforming proposal's price is unreasonable, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If parties cannot agree on a reasonable price, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference” clause of this contract.

(5) Maintain written records under this contract which demonstrate -

(i) The numbers of Indians seeking employment for each employment position available under this contract;

(ii) The number and types of positions filled by Indians and non-Indians;

(iii) The total number of Indians employed under this contract;

(iv) For those positions having both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Contractor did not select the Indian applicant;

(v) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(vi) Reasons why Indian subcontractors and or suppliers did not receive preference for each requirement where the Contractor determined that such preference was inconsistent with efficient contract performance; and

(vii) The number of Indian organizations and Indian-owned economic enterprises contacted, and the number receiving subcontract awards under this contract.

(6) Submit to the Contracting Officer for approval a quarterly report summarizing the Contractor's Indian preference program and indicating the number and types of available positions filled by Indians and non-Indians, and the dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises, and to all other firms.

(7) Maintain records pursuant to this clause and keep them available for review by the Government for one year after final payment under this contract, or for such longer period in accordance with requirements of any other clause of this contract or by applicable law or regulation.

(b) For purposes of this clause, the following definitions of terms shall apply:

(1) The terms *Indian, Indian tribe, Indian organization,* and *Indian-owned economic enterprise* are defined in the clause of this contract entitled *Indian Preference.*

(2) *Indian reservation* includes Indian reservations, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601 *et seq.*)

(3) *On or near an Indian reservation* means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably expect to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall preclude Indian tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not conflict with any Federal statutory or regulatory requirement dealing with the award and administration of contracts.

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in each subcontract awarded at any tier under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contracting Officer may terminate the contract in whole or in part or may pursue any other remedies authorized by law or by other provisions of the contract.

(End of clause)

352.232-71, Electronic Submission of Payment Requests

Electronic Submission of Payment Requests (Feb 2022)

(a) Definitions. As used in this clause—

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)

352.237-70 Pro-Children Act.

As prescribed in HHSAR 337.103(d)(1), the Contracting Officer shall insert the following clause:

Pro-Children Act (DEC 2015)

(a) Public Law 103-227, Title X, Part C, also known as the *Pro-Children Act of 1994* (Act), 20 U.S.C. 7183, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of: (i) Kindergarten, elementary, or secondary education or library services or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.

(b) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor

shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Failure to comply with the Act may result in the imposition of a civil monetary penalty in an amount not to exceed $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

352.237-71 Crime Control Act - Reporting of Child Abuse.

As prescribed in HHSAR 337.103(d)(2), the Contracting Officer shall insert the following clause:

Crime Control Act of 1990 - Reporting of Child Abuse (DEC 2015)

(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.

(b) The Act designates "covered professionals" as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term "child abuse" as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.

(c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.

(d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

(End of clause)

352.237-72 Crime Control Act - Requirement for Background Checks.

As prescribed in HHSAR 337.103(d)(3), the Contracting Officer shall insert the following clause:

Crime Control Act of 1990 - Requirement for Background Checks (DEC 2015)

(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. "Child care services" include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above.

(b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person.

(c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

(End of clause)

352.237-73 Indian Child Protection and Family Violence Act.

As prescribed in HHSAR 337.103(d)(4) the Contracting Officer shall insert the following clause:

Indian Child Protection and Family Violence Act (DEC 2015)

(a) This contract is subject to the Indian Child Protection and Family Violence Act, Public Law 101-630 (25 U.S.C. 3201 *et seq.*) The duties and responsibilities required by this contract may involve regular contact with or control over Indian children. Public Law 101-630 prohibits employment, including Personal Service Contracts, with anyone who has been convicted of any crime of violence. Any such conviction should immediately be brought to the attention of the Contracting Officer. The contractor will be subject to a character investigation, conducted by the Indian Health Service, Office of Human Resources. Until such time as the contractor has been notified of completion of the investigation, the contractor shall have no unsupervised contact with Indian children. In order to initiate this background investigation, the contractor must provide information as required in this contract or as directed by the Contracting Officer.

(b) As a prerequisite to providing services under this contract, the Contractor is required to complete and sign the declaration found in Section J of this contract.

(End of clause)

352.237-74 Non-Discrimination in Service Delivery.

As prescribed in HHSAR 337.103(e), the Contracting Officer shall insert the following clause in solicitations and contracts:

Non-Discrimination In Service Delivery (DEC 2015)

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

(End of clause)

352.239-74 Electronic and Information Technology Accessibility.

As prescribed in HHSAR 339.203-70(b), insert the following clause:

Electronic and Information Technology Accessibility (December 18, 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation

Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

(Contract staff must list applicable standards)

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://www.hhs.gov/web/508. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

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

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5385
Revision No.: 27
Date Of Last Revision: 12/03/2025

State: North Dakota

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.97
01012 - Accounting Clerk II		20.17
01013 - Accounting Clerk III		22.56
01020 - Administrative Assistant		26.82
01035 - Court Reporter		22.58
01041 - Customer Service Representative I		18.96
01042 - Customer Service Representative II		20.69
01043 - Customer Service Representative III		23.22
01051 - Data Entry Operator I		16.49
01052 - Data Entry Operator II		17.99
01060 - Dispatcher, Motor Vehicle		27.04
01070 - Document Preparation Clerk		17.99
01090 - Duplicating Machine Operator		17.99
01111 - General Clerk I		18.50
01112 - General Clerk II		20.19
01113 - General Clerk III		22.66
01120 - Housing Referral Assistant		25.18
01141 - Messenger Courier		14.66
01191 - Order Clerk I		16.49
01192 - Order Clerk II		17.99
01261 - Personnel Assistant (Employment) I		20.19
01262 - Personnel Assistant (Employment) II		22.58
01263 - Personnel Assistant (Employment) III		25.18
01270 - Production Control Clerk		26.13
01290 - Rental Clerk		18.26
01300 - Scheduler, Maintenance		20.19
01311 - Secretary I		20.19
01312 - Secretary II		22.58
01313 - Secretary III		25.18
01320 - Service Order Dispatcher		24.18
01410 - Supply Technician		26.82
01420 - Survey Worker		22.58
01460 - Switchboard Operator/Receptionist		18.85
01531 - Travel Clerk I		15.82
01532 - Travel Clerk II		16.67
01533 - Travel Clerk III		18.76
01611 - Word Processor I		17.99
01612 - Word Processor II		20.19
01613 - Word Processor III		22.58
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.69

05010 - Automotive Electrician	23.41
05040 - Automotive Glass Installer	21.80
05070 - Automotive Worker	21.80
05110 - Mobile Equipment Servicer	18.64
05130 - Motor Equipment Metal Mechanic	24.79
05160 - Motor Equipment Metal Worker	21.80
05190 - Motor Vehicle Mechanic	24.79
05220 - Motor Vehicle Mechanic Helper	17.01
05250 - Motor Vehicle Upholstery Worker	20.22
05280 - Motor Vehicle Wrecker	21.80
05310 - Painter, Automotive	23.41
05340 - Radiator Repair Specialist	21.80
05370 - Tire Repairer	17.73
05400 - Transmission Repair Specialist	24.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.65
07041 - Cook I	18.00
07042 - Cook II	21.04
07070 - Dishwasher	13.07
07130 - Food Service Worker	14.61
07210 - Meat Cutter	18.13
07260 - Waiter/Waitress	13.14
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.64
09040 - Furniture Handler	14.41
09080 - Furniture Refinisher	24.64
09090 - Furniture Refinisher Helper	17.91
09110 - Furniture Repairer, Minor	21.29
09130 - Upholsterer	24.64
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.25
11060 - Elevator Operator	17.99
11090 - Gardener	22.42
11122 - Housekeeping Aide	17.99
11150 - Janitor	17.99
11210 - Laborer, Grounds Maintenance	16.46
11240 - Maid or Houseman	15.80
11260 - Pruner	14.61
11270 - Tractor Operator	20.46
11330 - Trail Maintenance Worker	16.46
11360 - Window Cleaner	20.26
12000 - Health Occupations	
12010 - Ambulance Driver	18.33
12011 - Breath Alcohol Technician	26.69
12012 - Certified Occupational Therapist Assistant	33.50
12015 - Certified Physical Therapist Assistant	29.06
12020 - Dental Assistant	24.11
12025 - Dental Hygienist	40.17
12030 - EKG Technician	40.44
12035 - Electroneurodiagnostic Technologist	40.44
12040 - Emergency Medical Technician	18.33
12071 - Licensed Practical Nurse I	23.86
12072 - Licensed Practical Nurse II	26.69
12073 - Licensed Practical Nurse III	29.75
12100 - Medical Assistant	18.84
12130 - Medical Laboratory Technician	31.39
12160 - Medical Record Clerk	22.12
12190 - Medical Record Technician	24.74
12195 - Medical Transcriptionist	23.86
12210 - Nuclear Medicine Technologist	58.66
12221 - Nursing Assistant I	15.97
12222 - Nursing Assistant II	17.95
12223 - Nursing Assistant III	19.59
12224 - Nursing Assistant IV	22.00
12235 - Optical Dispenser	22.21

12236 - Optical Technician		23.86
12250 - Pharmacy Technician		21.58
12280 - Phlebotomist		23.86
12305 - Radiologic Technologist		33.16
12311 - Registered Nurse I		26.09
12312 - Registered Nurse II		31.91
12313 - Registered Nurse II, Specialist		31.91
12314 - Registered Nurse III		38.61
12315 - Registered Nurse III, Anesthetist		38.61
12316 - Registered Nurse IV		46.29
12317 - Scheduler (Drug and Alcohol Testing)		33.06
12320 - Substance Abuse Treatment Counselor		31.45
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.80
13012 - Exhibits Specialist II		25.76
13013 - Exhibits Specialist III		31.49
13041 - Illustrator I		20.80
13042 - Illustrator II		25.76
13043 - Illustrator III		31.49
13047 - Librarian		28.52
13050 - Library Aide/Clerk		16.54
13054 - Library Information Technology Systems Administrator		25.76
13058 - Library Technician		15.30
13061 - Media Specialist I		18.59
13062 - Media Specialist II		20.79
13063 - Media Specialist III		23.18
13071 - Photographer I		18.59
13072 - Photographer II		20.79
13073 - Photographer III		25.76
13074 - Photographer IV		31.49
13075 - Photographer V		38.10
13090 - Technical Order Library Clerk		20.79
13110 - Video Teleconference Technician		18.67
14000 - Information Technology Occupations		
14041 - Computer Operator I		21.90
14042 - Computer Operator II		24.49
14043 - Computer Operator III		27.32
14044 - Computer Operator IV		30.36
14045 - Computer Operator V		33.62
14071 - Computer Programmer I	(see 1)	18.90
14072 - Computer Programmer II	(see 1)	22.00
14073 - Computer Programmer III	(see 1)	26.91
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	25.35
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		21.90
14160 - Personal Computer Support Technician		30.54
14170 - System Support Specialist		33.91
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.34
15020 - Aircrew Training Devices Instructor (Rated)		29.45
15030 - Air Crew Training Devices Instructor (Pilot)		35.30
15050 - Computer Based Training Specialist / Instructor		25.60
15060 - Educational Technologist		36.66
15070 - Flight Instructor (Pilot)		35.30
15080 - Graphic Artist		23.23
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.30
15086 - Maintenance Test Pilot, Rotary Wing		35.30
15088 - Non-Maintenance Test/Co-Pilot		35.30
15090 - Technical Instructor		24.67
15095 - Technical Instructor/Course Developer		30.17
15110 - Test Proctor		19.92
15120 - Tutor		19.92

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.63
16030 - Counter Attendant	11.63
16040 - Dry Cleaner	13.55
16070 - Finisher, Flatwork, Machine	11.63
16090 - Presser, Hand	11.63
16110 - Presser, Machine, Drycleaning	11.63
16130 - Presser, Machine, Shirts	11.63
16160 - Presser, Machine, Wearing Apparel, Laundry	11.63
16190 - Sewing Machine Operator	14.23
16220 - Tailor	14.87
16250 - Washer, Machine	12.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.62
19040 - Tool And Die Maker	31.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	24.41
21030 - Material Coordinator	26.13
21040 - Material Expediter	26.13
21050 - Material Handling Laborer	22.23
21071 - Order Filler	17.50
21080 - Production Line Worker (Food Processing)	24.41
21110 - Shipping Packer	22.89
21130 - Shipping/Receiving Clerk	22.89
21140 - Store Worker I	14.14
21150 - Stock Clerk	19.59
21210 - Tools And Parts Attendant	24.41
21410 - Warehouse Specialist	24.41
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.54
23019 - Aircraft Logs and Records Technician	28.55
23021 - Aircraft Mechanic I	34.99
23022 - Aircraft Mechanic II	36.54
23023 - Aircraft Mechanic III	37.93
23040 - Aircraft Mechanic Helper	24.01
23050 - Aircraft, Painter	33.04
23060 - Aircraft Servicer	28.55
23070 - Aircraft Survival Flight Equipment Technician	33.04
23080 - Aircraft Worker	30.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.77
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.99
23110 - Appliance Mechanic	33.04
23120 - Bicycle Repairer	26.32
23125 - Cable Splicer	49.70
23130 - Carpenter, Maintenance	27.79
23140 - Carpet Layer	30.77
23160 - Electrician, Maintenance	31.42
23181 - Electronics Technician Maintenance I	35.43
23182 - Electronics Technician Maintenance II	38.04
23183 - Electronics Technician Maintenance III	40.28
23260 - Fabric Worker	28.55
23290 - Fire Alarm System Mechanic	34.99
23310 - Fire Extinguisher Repairer	26.32
23311 - Fuel Distribution System Mechanic	34.99
23312 - Fuel Distribution System Operator	26.32
23370 - General Maintenance Worker	24.12
23380 - Ground Support Equipment Mechanic	34.99
23381 - Ground Support Equipment Servicer	28.55
23382 - Ground Support Equipment Worker	30.77
23391 - Gunsmith I	26.32
23392 - Gunsmith II	30.77
23393 - Gunsmith III	34.99
23410 - Heating, Ventilation And Air-Conditioning	31.94

Mechanic
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 33.36
23430 - Heavy Equipment Mechanic 35.66
23440 - Heavy Equipment Operator 28.39
23460 - Instrument Mechanic 34.99
23465 - Laboratory/Shelter Mechanic 33.04
23470 - Laborer 22.23
23510 - Locksmith 33.04
23530 - Machinery Maintenance Mechanic 30.29
23550 - Machinist, Maintenance 29.76
23580 - Maintenance Trades Helper 21.83
23591 - Metrology Technician I 34.99
23592 - Metrology Technician II 36.54
23593 - Metrology Technician III 37.93
23640 - Millwright 29.76
23710 - Office Appliance Repairer 33.04
23760 - Painter, Maintenance 32.08
23790 - Pipefitter, Maintenance 30.87
23810 - Plumber, Maintenance 29.15
23820 - Pneudraulic Systems Mechanic 34.99
23850 - Rigger 34.99
23870 - Scale Mechanic 30.77
23890 - Sheet-Metal Worker, Maintenance 34.99
23910 - Small Engine Mechanic 30.77
23931 - Telecommunications Mechanic I 40.83
23932 - Telecommunications Mechanic II 42.64
23950 - Telephone Lineman 34.99
23960 - Welder, Combination, Maintenance 33.79
23965 - Well Driller 34.99
23970 - Woodcraft Worker 34.99
23980 - Woodworker 26.32
24000 - Personal Needs Occupations
24550 - Case Manager 22.70
24570 - Child Care Attendant 14.07
24580 - Child Care Center Clerk 17.54
24610 - Chore Aide 19.57
24620 - Family Readiness And Support Services Coordinator 22.70
24630 - Homemaker 22.70
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 31.92
25040 - Sewage Plant Operator 25.85
25070 - Stationary Engineer 31.92
25190 - Ventilation Equipment Tender 21.91
25210 - Water Treatment Plant Operator 25.85
27000 - Protective Service Occupations
27004 - Alarm Monitor 23.50
27007 - Baggage Inspector 17.65
27008 - Corrections Officer 23.76
27010 - Court Security Officer 23.76
27030 - Detection Dog Handler 19.74
27040 - Detention Officer 23.76
27070 - Firefighter 24.04
27101 - Guard I 17.65
27102 - Guard II 19.74
27131 - Police Officer I 29.13
27132 - Police Officer II 32.38
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 18.30
28042 - Carnival Equipment Repairer 20.05
28043 - Carnival Worker 13.07
28210 - Gate Attendant/Gate Tender 21.82
28310 - Lifeguard 13.43
28350 - Park Attendant (Aide) 24.40

28510 - Recreation Aide/Health Facility Attendant		17.81
28515 - Recreation Specialist		30.23
28630 - Sports Official		19.44
28690 - Swimming Pool Operator		23.44
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		30.77
29020 - Hatch Tender		30.77
29030 - Line Handler		30.77
29041 - Stevedore I		28.55
29042 - Stevedore II		33.04
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		16.28
30022 - Archeological Technician II		18.22
30023 - Archeological Technician III		22.56
30030 - Cartographic Technician		23.25
30040 - Civil Engineering Technician		29.77
30051 - Cryogenic Technician I		24.73
30052 - Cryogenic Technician II		27.31
30061 - Drafter/CAD Operator I		16.28
30062 - Drafter/CAD Operator II		18.22
30063 - Drafter/CAD Operator III		20.31
30064 - Drafter/CAD Operator IV		24.99
30081 - Engineering Technician I		16.65
30082 - Engineering Technician II		18.70
30083 - Engineering Technician III		21.71
30084 - Engineering Technician IV		26.89
30085 - Engineering Technician V		32.90
30086 - Engineering Technician VI		39.41
30090 - Environmental Technician		23.25
30095 - Evidence Control Specialist		22.33
30210 - Laboratory Technician		20.09
30221 - Latent Fingerprint Technician I		24.73
30222 - Latent Fingerprint Technician II		27.31
30240 - Mathematical Technician		23.63
30361 - Paralegal/Legal Assistant I		21.49
30362 - Paralegal/Legal Assistant II		26.62
30363 - Paralegal/Legal Assistant III		32.56
30364 - Paralegal/Legal Assistant IV		39.39
30375 - Petroleum Supply Specialist		27.31
30390 - Photo-Optics Technician		23.75
30395 - Radiation Control Technician		27.31
30461 - Technical Writer I		22.33
30462 - Technical Writer II		27.31
30463 - Technical Writer III		33.05
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		24.99
30502 - Weather Forecaster II		30.41
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.31
30621 - Weather Observer, Senior	(see 2)	22.56
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		15.74
31030 - Bus Driver		23.27
31043 - Driver Courier		20.61
31260 - Parking and Lot Attendant		14.72
31290 - Shuttle Bus Driver		18.21
31310 - Taxi Driver		16.29

31361 - Truckdriver, Light	22.59
31362 - Truckdriver, Medium	24.50
31363 - Truckdriver, Heavy	26.29
31364 - Truckdriver, Tractor-Trailer	26.29
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27
99030 - Cashier	14.62
99050 - Desk Clerk	15.51
99095 - Embalmer	31.88
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	21.70
99252 - Laboratory Animal Caretaker II	23.78
99260 - Marketing Analyst	28.86
99310 - Mortician	31.88
99410 - Pest Controller	25.79
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	23.25
99711 - Recycling Specialist	28.90
99730 - Refuse Collector	20.64
99810 - Sales Clerk	17.27
99820 - School Crossing Guard	15.50
99830 - Survey Party Chief	22.01
99831 - Surveying Aide	14.78
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	18.46
99841 - Vending Machine Repairer	23.65
99842 - Vending Machine Repairer Helper	18.46

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, 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 Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

DEPARTMENT OF HEALTH & HUMAN SERVICES

Indian Health Service
Office of Management Services
Division of Acquisition Policy (DAP)
5600 Fishers Lane
Rockville, MD 20857

INDIAN HEALTH SERVICE
BUY INDIAN ACT
INDIAN ECONOMIC ENTERPRISE
REPRESENTATION FORM

SOLICITATION/SOURCES SOUGHT/RFI #: 75H70626Q00189

PROJECT TITLE: Preventative Maintenance on Three (3) Ice Machines

DATE: 7/7/2026

In accordance with 25 U.S.C. 47 the Buy Indian Act, the signature below constitutes self-certification that the Offeror meets the definition of an "Indian Economic Enterprise" (HHSAR 326.601) in response to this Sources Sought Notice, Request for Information (RFI) or Solicitation and resultant contract.

The enterprise must meet the definition of "Indian Economic Enterprise" throughout the following time periods:
(1) At the time an offer is made in response to this solicitation;
(2) At the time of contract award; and
(3) During the full term of the contract performance period. At any point during these periods, if the Contractor no longer meets the eligibility requirements, the contractor must provide immediate written notification to the Contracting Officer.

Individual Contracting Officers may require documentation of eligibility before awarding a set-aside or sole source contracts under the Buy Indian Act and awards may be subject to protest if the eligibility of the successful Offeror is in question. In addition to the self-certification requirements, successful Offerors must also be registered with the System of Award Management (SAM).

Any false or misleading information submitted by an enterprise when submitting an offer in consideration of an award set-aside under the authority of the Buy Indian Act is a violation of the law and punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

REPRESENTATION

The Offeror represents as part of its offer that it does _☐_, does not _☐_ meet the definition of an "Indian Economic Enterprise" with "Indian Ownership" under the authority of the Buy Indian Act.

Name of Federally Recognized Tribal Entity	**Name of the 51% owner of IEE Firm**
Business Name	**Certifying Signature**
DUNS Number	**Print Name**