SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
0044049604	32

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140L3726Q0126	08/11/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Shane Mundt	4065949282	08/23/2026 1700 MD

9. ISSUED BY CODE LNB

BLM DBS SUPPLIES AND SERVICES - NOC
DENVER FEDERAL CENTER
BLDG. 85
POB 25047
Denver CO 80225-0047

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): 115310

SIZE STANDARD: $11.5

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 0011276485
See Schedule

16. ADMINISTERED BY CODE
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

☐ 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
	DELIVER TO: BLM-NV CARSON CITY FIELD OFFICE* 5665 MORGAN MILL RD CARSON CITY NV 89701 US Header Text: The U.S. Wildland Fire Service (WFS) is acquiring vegetation treatment Continued... *(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
	services on a selected site administered by the Bureau of Lan d Management (BLM) Carson City District (see attached map). The work consists of broadcast application of herbicides in select locat ions to reduce fine fuel loading of invasive cheatgrass with the goal of mitigating wildfire risk on BLM administered lands. POC: Cassandra Rivas crivas@blm.gov, 775-885-6019 Delivery: 01/31/2027				
00010	Herbicide Application Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Period of Performance: 09/15/2026 to 01/31/2027				

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. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

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 RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

Issue Date: 8/11/2026

Due Date/Time: 8/23/2026 5:00 PM

Contractor:		**Project Name**	Douglas Hills Herbicide Treatment
RFQ	**140L3726Q0126**	**Location**	**Bald Mountain & Gold Hill, Arizona**
Set-Aside	**Small Business X Unrestricted**		
Contractor:	**Confirm business size by NAICS code below: Small Large Initial:**		
	NAICS Code Exception if Applicable: N/A		
Award Information	**X This is a single award purchase order. Contractor must provide pricing for all items listed under Box 20.**		

Contractor: **UEI:** **Email:**	**Issuing and Billing Office:** Wildland Fire Programs U.S. Department of the Interior

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	NAICS Code (per Scope of Work)	21. ESTIMATED QUANTITY	22. UNIT OF MEASURE	23. UNIT PRICE	24. AMOUNT
1	**Gold Hill**	115310	896	**Unit acre**	**$**	**$**
2	**Bald Mountain**	115310	7,019	**Unit acre**	**$**	**$**
					$	**$**
					$	**$**
					$	**$**
					$	**$**
					$	**$**
					$	**$**
					$	**$**
					$	**$**

Remarks: All clauses and provisions in the base BPA award are applicable to call orders, however clauses and/or provisions in BPA Call Orders take precedence. See Attachments for additional terms and conditions. The Period of Performance for this Call Order is from the Date of Award through *1/31/2026*. Specific item due dates or deliverable due dates are mandatory, not arbitrary, and must be met accordingly, regardless of the final period of performance date.

Total Price:

$_____

Contractor: (Name, Signature, and Date)

Date:
Requested By: (Name and Signature) **COR: Adam Toomey**
Ordered By: (Name and Signature) **Shane Mundt** **Contracting Officer**

1. DESCRIPTION/STATEMENT OF WORK

STATEMENT OF WORK
DOUGLAS HERBICIDE TREATMENTS 2026

PROJECT OVERVIEW

The U.S. Wildland Fire Service (WFS) is acquiring vegetation treatment services on a selected site administered by the Bureau of Land Management (BLM) Carson City District (see attached map). The work consists of broadcast application of herbicides in select locations to reduce fine fuel loading of invasive cheatgrass with the goal of mitigating wildfire risk on BLM administered lands. The Contractor shall furnish all labor, equipment, chemicals, tools, materials, supervision, supplies, and incidentals; and perform all work necessary to complete application in accordance with these specifications, the Detailed Treatment Specifications in this contract, and the Herbicide Label(s). The work shall consist of application of contractor-furnished herbicide within the potential project area as defined on the attached maps. Application will occur in three units with varying terrain totaling **9,349 acres** of treated area.

2. SPECIFICATIONS:

APPLICABLE DIRECTIVES

Contractor must hold a current Nevada Commercial Applicator License. All vegetation control measures shall comply with the provisions set forth in the Record of Decision for the Vegetation Treatments Using Herbicides on Bureau of Land Management Lands in 17 Western States Programmatic EIS (September 2007), as well as all federal, state, and local regulations and applicable land-use permitting procedure.

3. PROJECT LOCATION AND DESCRIPTION

PROJECT LOCATION AND DESCRIPTION

The project area consists of three units located in the western part of the Carson City District Office in Douglas County, Nevada. The Bald Mountain unit (7,019 acres), Gold Hill (896 acres), and Veta Grande unit (1,434 acres) are located in the southern foothills of the Pine Nut Mountain range south of Hwy 50 approximately 25 miles east of Carson City, NV. The project is located on land administered by the BLM Carson City District Office. Shapefiles with specific project boundaries and avoidance of sensitive areas within the unit, if any, will be provided to the contractor. Vicinity maps showing the project area within which the treatment unit(s) will be located are attached. The areas to be treated for the contract will be irregular shapes of varying length/width. The contractor will not treat areas outside of identified work areas and will avoid buffered sensitive areas provided by the WFS or BLM, if any. The herbicide application target area is the entire area (except any sensitive areas for avoidance) of the three units totaling approximately 9,349 acres. Varied, hilly mountainous terrain within the project area may limit flight coverage for all units.

PROPERTY AND SERVICES

This is an End Product contract. No government furnished property nor supplies will be provided.
The contractor shall furnish all labor, equipment, fuel, supervision, supplies (including chemicals surfactants, and drift agents), and incidentals to perform all work as set forth in the specifications. The contractor will be responsible for the transportation and proper storage of the supplies and equipment used for the project. The Contractor shall furnish properly outfitted equipment and applicators experienced in applying herbicides in rough terrain. The Contractor shall service and repair their equipment as necessary to maintain satisfactory progress on work. Contractor is responsible for all costs incidental to equipment move-in and move-out associated with the project.

a. Chemicals - The contractor shall be responsible for purchasing, safely transporting, storing and disposal of the following chemicals to perform the service:

- Imazapic at 6 ounces/acre -- 312 gallons needed (MAXIMUM rate is 0.19 lbs. a.i./acre/year)
- Deposition aid (non-ionic surfactant) at label-recommended rate
- Water sufficient to apply no less than 5 gallons/acre of tank mix

Approved herbicides will have the following EPA registration numbers:

- Plateau - 241-365
- Panoramic – 66222-141-81927

The contractor is responsible for ensuring that the application of the herbicide meets all label specifications. The contractor shall be responsible for cleanup of accidental spills, following proper handling and storage precautions, and ensuring proper exposure control and personal protection is provide as defined by Imazapic herbicide Safety Data Sheets.

b. License - Contractor must hold a current Nevada Commercial Applicator License. All vegetation control measures shall comply with the provisions set forth in the Record of Decision for the Vegetation Treatments Using Herbicides on Bureau of Land Management Lands in 17 Western States Programmatic EIS (September 2007), as well as all federal, state, and local regulations and applicable land-use permitting procedure.

c. Labor
   i. Applicators - Shall be furnished by the Contractor and shall meet certification requirements of Nevada Regulations for this type of work. Applicators must hold a current Commercial Agricultural Operating certificate.
   ii. Work crew - Shall be furnished by the Contractor for handling and mixing the herbicide and loading the equipment. Mixers and Loaders shall hold a Mixer/Loader certification of training. The Contractor shall furnish the necessary qualified mechanics for maintenance of equipment and shall furnish all fuel, oil, and service required for operation of equipment and vehicles. All expenses relating to maintenance and operation of equipment shall be included in the unit price bid per acre for herbicide spraying.

d. Equipment
   i. Software - Software provided with Differentially Correctable Global Positioning System (DGPS) must be designed for parallel offset in increments equal to the assigned swath width of the application equipment. DGPS is required for tracking and data collection. The Contractor shall provide all guidance equipment, materials, computers, printers, personnel, and services required for the system to be used. The system shall be sufficiently sensitive to provide immediate deviation indications (real-time). The entire surface within the designated boundaries of the project area

shall receive uniform coverage with herbicide except for areas excluded by the Government.

The DGPS system must be capable of determining a differentially corrected location with an error of no more than one to two meters in the horizontal plane. The guidance system shall be capable of updating current position at a rate of a minimum of one time per second. Differential correction must cover the complete operational area. During operation differentially corrected signal must be accurately recorded at least 90% of the operational time. Differential correction may be provided by a portable differential station, FM radio fixed towers, or satellite.

Software provided with DGPS must be designed for parallel offset in increments equal to the assigned swath width of the application equipment.

ii. Project Log – Must be capable of a minimum rate of one-second logging intervals. Full record includes position, time, speed, track, application system on/off, job name/number, and differential correction status. The computer program must be capable of calculating and show total acres treated during the application and also capable of downloading to a computer for analysis and review. The project log must show and differentiate between spray-on and spray-off when viewed on a computer monitor or printer. Export files of each project log shall be provided and must be compatible with ArcView or ARC-INFO GIS system on a standard USB memory stick. The Contractor may provide software that is compatible and which will enable the files to convert into viewable files for ArcView or ARC-INFO GIS. The contractor must, upon request by the COR or Project Inspector, be able to supply project log data on a USB memory drive for review at any time during the contract. The Contractor will provide project log data at the end of each day's application in a format able to be viewed on ArcGIS or other appropriate format (shapefiles, .gpx, .kml, etc.). GIS data must be provided daily to the COR or designated representative. The Contract will not be considered complete until the data has been reviewed and deemed complete with no skips in the sprayed areas. The DGPS system must be capable of zooming in on any portion of the treatment to view a specific area with greater detail.

iii. Hardware –

1. Visual Display Monitor and Control Keypad - (1) Capable of displaying swath width over project path; (2) mounted in a location that will allow the applicator to view the screen; (3) have a method to display nested polygons to indicate sensitive or no-spray areas within or adjacent to treatment blocks; (4) have a feature that allows the applicator to return to the exact location of application shutdown and complete application without omitted or doubled treated areas; (5) be able to input reference waypoints (A-B line); (6) have a feature which alerts applicator when they are about to enter or exit a specific treatment block or an exclusion area within a block.
2. Course Deviation Indicator (CDI) - The course deviation indicator or course deviation light must have the capability to display both cross-track error and intercept angle to desired heading. Cross-track error shall be adjustable down to one foot.
3. Memory - Must be capable of storing up to 10 hours of continuous project log data.

HERBICIDE APPLICATION SPECIFICATIONS

e. Application Guidelines - The Contractor shall conduct herbicide spraying procedures safely and in accordance with the Label restrictions of the herbicide and the herbicide application restrictions of the State of Nevada and shall follow Environmental Protection Agency (EPA) guidelines for application of herbicides (if applicable).

f. Pesticide Application Record (PAR) - Contractor shall provide a completed PAR for each treated site. A GIS shapefile showing treated areas is required.

g. Rate of Spraying - The contractor shall adhere to the application rate the Government has determined for the site.

h. Safety - The contractor shall be responsible for cleanup of accidental spills, following proper handling and storage precautions, and ensuring proper exposure control and personal protection is provide as defined by Imazapic herbicide Safety Data Sheets.

i. Coverage - The entire surface within the designated boundaries of the project area shall receive uniform coverage with the herbicide except for areas excluded by the Government. Areas excluded from the spraying operation within the designated boundaries, will not be included in the acreage computed for payment. Distribution of herbicide shall not vary more than ten percent (10%) above or below the average distribution of herbicide per acre from that specified. Any areas not covered by Contractor shall be reapplied or compensated by suitable contract adjustment, at the option of and at no additional cost to the Government.

j. Chemical Mixing - Contractor shall furnish mixing equipment, suitable work crew, and perform mixing operation. Spray formulation shall be thoroughly mixed according to the Label and distributed over entire area.

k. Application Paths - Shall be patterned to secure a uniform distribution of herbicide. Contractor must ensure that there will be straight and regular paths of application. The Contractor must keep spray applications within the perimeter of the Government provided shape file. Irregular paths or areas sprayed outside of the perimeter will result in immediate stoppage of work. Corrective action shall be taken immediately by the Contractor to insure evenly spaced, straight, and regular application paths and complete coverage of areas included in the spraying job. Avoid overlapping, and no stripping shall be allowed.

l. Swath Width - Effective swath width shall not exceed the maximum for adequate coverage of supplied spraying equipment.

m. Application Height - Spray boom shall be set at a height to obtain proper distribution and uniform coverage of herbicide on target species. Contractor shall follow Herbicide Label instructions on Spray Drift Management to obtain proper boom height.

n. Spray Drift Management - The interaction of many equipment and weather-related factors determines the potential for spray drift. The Contractor is responsible for considering all these factors when making application decisions. Avoiding spray drift is the responsibility of the Contractor.

o. Buffer Zones - The Contractor is required to follow herbicide label instructions for minimum buffer zones. Herbicide shall not be applied within 300 feet of perennial water sources (including springs, streams, ponds, troughs, other waterways and agricultural areas) and 150 feet of seasonally flowing water sources. Water sources will be marked on the GIS layer or map and given to the Contractor prior to herbicide application. Contractor is expected to apply the herbicide consistent with the maps and shapefiles provided by the BLM.

p. Spray equipment
   i. Spray Tanks - Spray solutions of the product shall be mixed, stored, and applied using only stainless steel, aluminum, fiberglass, plastic or plastic-lined steel containers.
   ii. Booms - Contractor shall furnish non-rust booms.

q. Sprayer Clean up - Shall be conducted according to the label instructions. Avoiding contamination of the work site is the responsibility of the Contractor.

r. Other Requirements -

- Application will take place in fall of 2025. The timing of the application will take place after fire season once fall weather patterns are predicted in the long-range weather forecast.
- No ground disturbance allowed.

GENERAL TREATMENT SPECIFICATIONS

s. Regulations - The contractor shall comply with all Federal, State, and Local regulations. Whenever a specification, Agency, State, Federal law, or label direction has a contradiction, the most stringent interpretation shall take precedence.

t. Base of Operations - The Contractor shall provide such loading facilities as may be required for competent performance of contract. If loading sites are described in the Detailed Specifications or shown on the Work Location Map, the Government makes no warranty as to their availability or condition. Use of any loading area shall be arranged by and at the discretion and risk of the Contractor, and the Government shall not be held responsible for any loss, mishap, or accident due to conditions of any loading facility used. Any applicable fees for loading facilities are the responsibility of the Contractor. If Contractor wishes to use BLM land, this must be approved in advance by the Project Inspector. The Contractor shall provide appropriate warning signs for traffic if roads are used as loading sites.

u. Environmental Conditions –

i. Precipitation in the form of rain, snow, or fog will halt herbicide application.
ii. Work Period - Spraying Operations will be permitted only during daylight hours. **The Contractor will have personnel on project site prior to commencing daily application, during application, and will notify COR or Project Inspector of changing weather conditions**. The COR or Project Inspector will allow Contractor to continue or stop application if weather factors dictate. The COR or Project Inspector will give the permission to start, approximately one (1) hour from notification of conditions, depending on location of project from the Carson City District Office.

iii. Wind - The Contractor shall follow the Label Section on Spray Drift Management - Wind. Local wind can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect drift.

iv. Relative Humidity - Refer to the product label when making applications in low relative humidity conditions. Measurements can be obtained from local National Weather Service.

v. Site Conditions - The Contractor shall stop operation if inclement weather conditions (wind or rain) occur during the spraying operation. The contractor is responsible for following herbicide label instructions on proper spraying conditions, including wind speed.

v. Work stoppages - The Contractor agrees to work diligently to complete the application of the herbicide. Partial workdays will be counted as full days of performance time.

The Government may issue a suspend work order and/or partially terminate any portion of the work at any time when application conditions are considered sufficiently unfavorable to warrant stoppage. Stoppage shall continue until application operations are again authorized by the Government. No monetary compensation will be given to the contractor for work suspensions.

w. Risk and Damages - The Contractor shall assume all risks in connection with performance of the contract and shall be liable for and save Government harmless on account of any damages to persons or property in connection with the prosecution of the work, including the applicator or other employees of the Contractor. All roads (public and private) damaged or opened by the Contractor shall be restored at no cost to the Government to their condition prior to commencement of work.

x. Sensitive Areas - If sensitive, endangered, or threatened species (plant or animal) are discovered within the treatment area the contractor is to immediately notify the COR or vice versa. The Government may determine additional areas for avoidance, suspend work and/or partially terminate any portion of the work due to discoveries of sensitive, threatened, endangered species, archeological sites, and/or other sensitive sites during contract operations.

4. INSPECTION AND ACCEPTANCE:

4.1 FAR 52.246-4: INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

a. *Definition.* "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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

d. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

e. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
2) Reduce the contract price to reflect the reduced value of the services performed.

f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
2) Terminate the contract for default.

4.2 CONTRACTOR INSPECTION PROCEDURES

(A) **General Instructions**

1) The Contractor shall conduct inspections of daily treatment rates/units and record the results using procedures described herein. Inspections shall be maintained concurrent with contract work. Completed inspection forms shall be made available to the Government within 24 hours of completion of each treatment day and will remain part of the permanent contract file.
2) By submission of inspection forms to the Government, the Contractor is considered to be certifying that the unit is satisfactorily completed and that the inspection forms reflect the work accomplished.
3) The Contractor shall submit legible inspection forms. Illegible and incomplete forms shall be returned to the Contractor for correction and re-submission.
4) In the event the Contractor falsifies inspection results, as determined by the Contracting Officer, the Government may declare the Contractor to be in default of the contract. Additionally, the Government may refer such falsifications to the US Attorney's Office for possible prosecution pursuant to 18 U.S.C. 1001 (Falsification of Government Documents) or 18 U.S.C. 287 (Fraud).

4.3 GOVERNMENT INSPECTION PROCEDURES – COMPLIANCE INSPECTION (General):

(A) The COR, or a designated inspector, will conduct compliance inspections while work is in progress, usually daily at first, to assure that work is proceeding satisfactorily. Compliance inspections will be accomplished by 100 percent visual inspection of each treatment unit and will be based on adherence to the required specifications / cutting prescriptions.

(B) The Contractor shall notify the COR when units are completed prior to his moving out of the general area. Compliance inspections will be conducted within three (3) business days of completion of treatment units and the Contractor notified of any part of the unit(s) requiring additional work or rework.

Work will be accepted on the basis of visual inspection for compliance with specifications on areas reported as completed by the Contractor.

PROJECT INSPECTION (Defined)

a) The COR and/or Project Inspector (PI) will be appointed by the Contracting Officer upon award of the contract. Such COR/PI will be responsible for giving the contractor any special instructions or guidance necessary to complete delivery as required by the contract. The BLM COR/PI will also monitor to determine uniformity of herbicide application. The COR or PI does not have the authority to modify or in any way amend the terms of this contract.

b) Field Quality Control –
   i) Tests for Uniformity - The Government representative will make tests to determine uniformity of herbicide application. Randomly spaced water sensitive cards or equivalent will be utilized.
   ii) Tests for Rate of Application - Rate of spraying will be determined from test applications and strip tests made prior to commencement of spraying operations to establish setting of the distribution mechanism.

c) Completion of contract - The Contract will be considered completed and payment due when all areas furnished to the Contractor by the Government have been sprayed to the standards specified above and all GPS data has been provided to the government. Test for uniformity will be made at the time of spraying, and final completion of the contract will be determined by these tests.

5. COMMENCEMENT PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within **7** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **POP END DATE**.

PERFORMANCE TIMEFRAME

a) The period of performance is from September 15, 2026 after the first wetting rain/snow event, and will be completed no later than January 31, 2027 (depending on weather and soil conditions), this will depend on the time needed by the Contractor to complete the herbicide application. Government preference is starting and completing the project as quickly as possible, however due to weather conditions during this time, soil moisture, soil temperature, snow cover, and time frames may need to be re-negotiated.

b) There will be a Pre-Work conference prior to the start of the project at an agreed upon date between the COR/PI and the Contractor. At the pre-work conference the Contractor shall provide the COR a written “work progress” plan that details his/her proposed workforce and schedule to provide for orderly completion of the work within the contract performance times. This work schedule must be acceptable to the government. At a minimum the schedule should reflect a work progress rate equal to the available amount of contract performance time. The unit sequence work schedule will be determined by the COR at the pre-work conference and may be subject to change because of normal variations in weather conditions at no change in contract time or price.

c) The Contractor shall begin work within 7 calendar days from the effective notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a “Suspend

Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified.

PAYMENT FOR SERVICES

a) Payment for herbicide treatment will be processed following the submission of final shapefiles, within the designated boundaries satisfactorily treated in conformance with application specifications. Measurement will be made from either physical surveys of the areas or a computer-generated file created in a GPS Differential Guidance System at the option of the BLM. The shapefile will be used in ArcGIS for final acreage measurement. Acreages will be computed from horizontal distances as shown on maps at the option of the BLM.

b) If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for the completion the contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

SAFETY

a) Contractor is responsible for identification and avoidance of any and all hazards. All appropriate precautions shall be taken by the Contractor.

b) The contractor is responsible for providing a safety plan that identifies a point of contact in the event of any accident. The plan should include names and emergency phone numbers for personnel and facilities to contact, including Flight For Life/Life Flight/Care Flight, etc., in case an emergency warrants such actions. The plan should also include a description of on-site emergency procedures to follow in case of an accident. The plan should identify the insurance company providing coverage and the pertinent group coverage number.

c) Transportation of herbicides - The Contractor shall be responsible for the transport of chemical herbicides used to fulfill the specifications of this contract to the Contractor's loading site. The Contractor shall secure herbicide containers in mixing area to prevent spillage. The Contractor shall load and transport herbicide from the pickup point to the work sites and shall be responsible for its protection from loss or damage due to weather, rodents, insects, theft, or any other hazard.

d) Protective clothing and equipment for contract employees exposed to herbicides - The Contractor shall supply protective clothing and equipment to contract workers that guarantee minimal exposure throughout the herbicide application process. The Contractor shall follow all advice on protective clothing and equipment which appears on the herbicide label and/or MSDS documentation. The Contractor shall make available cleanup facilities to contract employees exposed to herbicides or herbicide-contaminated equipment.

e) Storage of herbicides - The Contractor will be responsible for the proper storage of all chemical.

f) The Contractor shall mix herbicides in accordance with the proportions listed on the product labels. The Contractor shall provide adequate protective clothing and equipment for contract employees who mix the herbicides.

g) By law, the application of an herbicide, either directly or through drift, must not expose workers or other people. The Contractor shall be very aware and cautious of any environmental hazard present during herbicide application. Upon completion of herbicide application, the Contractor shall thoroughly clean equipment and dispose of waters, residues, rinses, and unused herbicides only according to EPA and Nevada State regulations. All empty herbicide containers will be tripled rinsed, labels removed, and punctured by the Contractor after mixing. The Contractor shall be responsible for disposal of the empty boxes, labels, and lids. The Contractor shall be responsible for disposal or recycling of the empty containers.

h) Spills and accidents - The Contractor shall be responsible if accidents and chemical spills occur. The Contractor shall report immediately spills and accidents to the BLM authorized officers and appropriate local authorities. The Contractor shall provide immediate treatment of contaminated or injured persons and seek professional medical attention when necessary. The Contractor shall control chemical spills quickly and shall secure additional help when the Contractor cannot effectively or safely handle the spill cleanup. Spills will be the responsibility of the Contractor and shall be cleaned up to the satisfaction of the local authorities.

UNMANNED AIRCRAFT SYSTEM

Aviation Utilization: If Unmanned Aircraft System (UAS) will be utilized, please describe the equipment to be used, compliant with OPM-35 and DOI covered UAS assessment Guide Version 4.0 (see attachments).

EVALUATION CRITERIA:

Contractor must send a technical capability statement briefly explaining:

How they intend to complete this contract as far as time frame, personnel, and deliverables as well as explaining experience in this type of work. Contractor shall include relevant past performance information.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement with respect to both similar efforts, and the length, scope, number, complexity, and diversity of contracts completed by the firm. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort, will be given additional weight in the evaluation process.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included on the submitted performance information. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

Quotes will be evaluated in two steps:

- Step 1: Quotes will be reviewed initially under a Pass/Fail evaluation to determine if Technical Capability meets requirements of the call order. Quotes must be signed. Those that do not meet the requirements will be marked unresponsive. Acceptable quotes will then be evaluated under Step 2.
- Step 2: Lowest Price Technically Acceptable quote will receive the award.

Award Type: Firm Fixed Price

CONTRACTING OFFICER'S REPRESENTATIVE:

Name: Adam Toomey - Supervisory Wildland Firefighter Fuels Management
Address: atoomey@blm.gov

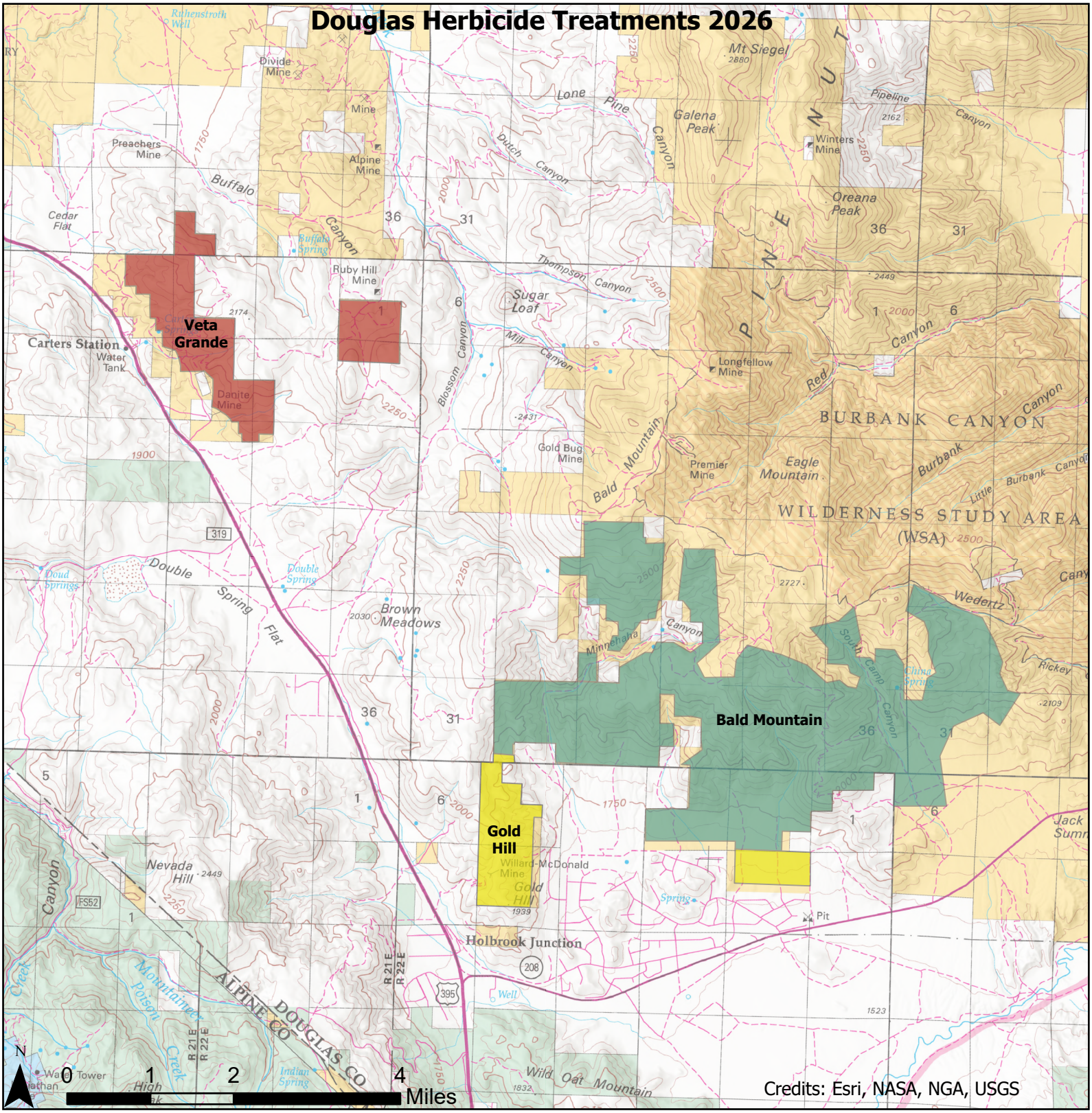
Phone: (775) 885-6109

9. LIST OF ATTACHMENTS

The following attachments are made as part of this solicitation and any resultant contract.

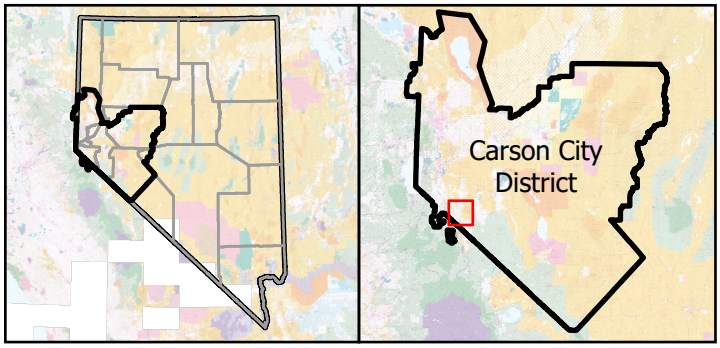
Title	Pages
Unit Maps	1
Detailed Unit Information Sheets	#
Project Drawings	#
Wage Determination	4
Fire Protection and Suppression Forms	#
FAR Class Deviations and Updates (at end of this document)	2
Notice for Filing Agency Protests (at end of this document)	2
FAR Overhaul | FAR Companion Guide	1

Douglas Herbicide Treatments 2026



Unit Name

- Bald Mountain
- Gold Hill
- Veta Grande



NATIONAL SYSTEM OF PUBLIC LANDS
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Unites States Department of the Interior
Bureau of Land Management
Carson City District Office
5665 Morgan Mill Rd.
Carson City, NV 89701
(775) 885-6000

Clauses Incorporated by Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation: https://www.acquisition.gov/far

Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of clause)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION MAR 2026)

52.204-13 System for Award Management Maintenance (DEVIATION MAR 2026)

52.204-14 Service Contract Reporting Requirements (DEVIATION MAR 2026)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION MAY 2026)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION MAY 2026)

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (DEVIATION MAY 2026)

52.217-4 Evaluation of Options Exercised at Time of Contract Award (JUN 1988)

52.219-14 Limitations on Subcontracting (DEVIATION JAN 2026)

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION JAN 2026)

52.219-28 Post-Award Small Business Program Representation (DEVIATION JAN 2026)

52.222-3 Convict Labor (DEVIATION MAY 2026)

52.222-35 Equal Opportunity for Veterans (DEVIATION MAY 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION MAY 2026)

52.222-37 Employment Reports on Veterans (DEVIATION MAY 2026)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

52.222-50 Combating Trafficking in Persons (DEVIATION MAY 2026)

52.222-54 Employment Eligibility Verification (DEVIATION MAY 2026)

52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (DEVIATION MAY 2026)

52.222-62 Paid Sick Leave Under Executive Order 13706 (DEVIATION MAY 2026)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION MAR 2026)

52.223-23 Sustainable Products (DEVIATION MAY 2026)

52.225-50 Combating Trafficking in Persons (FEB 2026)

52.226-7 Drug Free Workplace (DEVIATION MAR 2026)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (DEVIATION MAR 2026)

52.232-33 Payment by Electronic Funds Transfer—System for Award Management (OCT 2018)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

52.233-3 Protest After Award (AUG 1996)

52-233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.237-1 Site Visit (APR 1984)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.240-91 Security Prohibitions and Exclusions (DEVIATION MAR 2026)

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

52.244-6 Subcontracts for Commercial Products and Commercial Services (DEVIATION MAY 2026)

52.245-1 Government Property (SEP 2021)

52.246-4 Inspection of Services – Fixed Price (AUG 1996)

Clauses Incorporated by Full Text

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph

(d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

1452.204-70 Release of Claims (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. The contract number.
2. The invoice number.
3. Dates of transactions.
4. A description of the line items being billed
5. The unit prices for each line item.
6. Quantities for each line item.
7. Total amount of each line item.

8. Overall invoice total.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION MAR 2026)

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

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

Provisions Incorporated by Reference

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

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

FAR Provisions: www.acquisition.gov/far/part-52
DOI Provisions: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
Revolutionary FAR Overhaul Provisions: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of provision)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation (JAN 2017)

52.204-7 System for Award Management (DEVIATION MAR 2026)

52.209-12 Certification Regarding Tax Matters. (OCT 2020)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION MAR 2026)

52.232-30 Installment Payments for Commercial Products and Commercial Services (NOV 2021)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEC 2025)

Provisions Incorporated by Full Text

52.204-90 Offeror Identification (DEVIATION MAR 2026)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

□ TIN: _____;

□ TIN has been applied for; or

□ TIN is not required because:

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

□ Offeror is an agency or instrumentality of a foreign government; or

□ Offeror is an agency or instrumentality of the Federal Government.

(2) *Type of organization.*

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4; or

□ Other.

(3) *Common parent.*

□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

□ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.252-5 Authorized Deviations in Provisions (DEVIATION MAR 2026)

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

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION MAR 2026)

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

Contractor must send a Technical Capability Statement briefly explaining:

How they intend to complete this contract as far as time frame, personnel, and deliverables as well as explaining experience in fuels reduction work. Include relevant past performance information.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement with respect to both similar efforts, and the length, scope, number, complexity, and diversity of contracts completed by the firm. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort, will be given additional weight in the evaluation process.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included on the submitted performance information. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

Quotes will be evaluated in two steps:

- Step 1: Quotes will be reviewed initially to determine if Technical Capability meets requirements of the call order. Quotes must be signed. Those that do not meet the requirements will be marked unresponsive. Acceptable quotes will then be evaluated under Step 2.
- Step 2: Lowest Price with an acceptable quote will receive the award

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

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

(End of provision)

"

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

Daniel W. Simms
Director

Division of Wage Determinations

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

Wage Determination No.: 2015-5591
Revision No.: 28
Date Of Last Revision: 5/13/2026

State: Nevada

Area: Nevada Counties of Carson City

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.94
01012 - Accounting Clerk II		20.13
01013 - Accounting Clerk III		22.52
01020 - Administrative Assistant		33.37
01035 - Court Reporter		22.52
01041 - Customer Service Representative I		17.38
01042 - Customer Service Representative II		18.97
01043 - Customer Service Representative III		21.29
01051 - Data Entry Operator I		16.44
01052 - Data Entry Operator II		17.94
01060 - Dispatcher, Motor Vehicle		24.42
01070 - Document Preparation Clerk		17.94
01090 - Duplicating Machine Operator		17.94
01111 - General Clerk I		18.15
01112 - General Clerk II		19.80
01113 - General Clerk III		22.22
01120 - Housing Referral Assistant		25.10
01141 - Messenger Courier		14.61
01191 - Order Clerk I		16.44
01192 - Order Clerk II		17.94
01261 - Personnel Assistant (Employment) I		20.42
01262 - Personnel Assistant (Employment) II		22.84
01263 - Personnel Assistant (Employment) III		25.45
01270 - Production Control Clerk		25.10
01290 - Rental Clerk		16.42
01300 - Scheduler, Maintenance		20.13
01311 - Secretary I		20.13
01312 - Secretary II		22.52
01313 - Secretary III		25.10
01320 - Service Order Dispatcher		21.83
01410 - Supply Technician		33.37
01420 - Survey Worker		22.52
01460 - Switchboard Operator/Receptionist		18.50
01531 - Travel Clerk I		17.70
01532 - Travel Clerk II		18.83
01533 - Travel Clerk III		20.55
01611 - Word Processor I		17.94
01612 - Word Processor II		20.13
01613 - Word Processor III		22.52
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.30
05010 - Automotive Electrician		25.95
05040 - Automotive Glass Installer		24.57
05070 - Automotive Worker		24.57
05110 - Mobile Equipment Servicer		21.84
05130 - Motor Equipment Metal Mechanic		27.30
05160 - Motor Equipment Metal Worker		24.57
05190 - Motor Vehicle Mechanic		27.30
05220 - Motor Vehicle Mechanic Helper		20.49
05250 - Motor Vehicle Upholstery Worker		23.17
05280 - Motor Vehicle Wrecker		24.57
05310 - Painter, Automotive		25.95
05340 - Radiator Repair Specialist		24.57
05370 - Tire Repairer		21.15
05400 - Transmission Repair Specialist		27.30
07000 - Food Preparation And Service Occupations		
07010 - Baker		17.28

07041 - Cook I 17.67
07042 - Cook II 19.88
07070 - Dishwasher 15.02
07130 - Food Service Worker 15.81
07210 - Meat Cutter 26.00
07260 - Waiter/Waitress 12.32

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 25.55
09040 - Furniture Handler 17.52
09080 - Furniture Refinisher 25.53
09090 - Furniture Refinisher Helper 20.17
09110 - Furniture Repairer, Minor 22.81
09130 - Upholsterer 25.55

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 15.51
11060 - Elevator Operator 16.49
11090 - Gardener 25.14
11122 - Housekeeping Aide 16.49
11150 - Janitor 16.49
11210 - Laborer, Grounds Maintenance 20.47
11240 - Maid or Houseman 17.12
11260 - Pruner 18.93
11270 - Tractor Operator 23.57
11330 - Trail Maintenance Worker 20.47
11360 - Window Cleaner 17.83

12000 - Health Occupations
12010 - Ambulance Driver 30.17
12011 - Breath Alcohol Technician 30.17
12012 - Certified Occupational Therapist Assistant 41.40
12015 - Certified Physical Therapist Assistant 41.40
12020 - Dental Assistant 22.84
12025 - Dental Hygienist 54.92
12030 - EKG Technician 45.74
12035 - Electroneurodiagnostic Technologist 45.74
12040 - Emergency Medical Technician 30.17
12071 - Licensed Practical Nurse I 26.97
12072 - Licensed Practical Nurse II 30.17
12073 - Licensed Practical Nurse III 33.65
12100 - Medical Assistant 22.38
12130 - Medical Laboratory Technician 30.06
12160 - Medical Record Clerk 23.09
12190 - Medical Record Technician 25.83
12195 - Medical Transcriptionist 26.97
12210 - Nuclear Medicine Technologist 66.31
12221 - Nursing Assistant I 16.24
12222 - Nursing Assistant II 18.27
12223 - Nursing Assistant III 19.94
12224 - Nursing Assistant IV 22.38
12235 - Optical Dispenser 27.43
12236 - Optical Technician 26.97
12250 - Pharmacy Technician 23.00
12280 - Phlebotomist 26.97
12305 - Radiologic Technologist 45.74
12311 - Registered Nurse I 29.56
12312 - Registered Nurse II 36.16
12313 - Registered Nurse II, Specialist 36.16
12314 - Registered Nurse III 43.75
12315 - Registered Nurse III, Anesthetist 43.75
12316 - Registered Nurse IV 52.44
12317 - Scheduler (Drug and Alcohol Testing) 37.39
12320 - Substance Abuse Treatment Counselor 34.76

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 21.37
13012 - Exhibits Specialist II 25.68
13013 - Exhibits Specialist III 32.35
13041 - Illustrator I 21.37
13042 - Illustrator II 25.68
13043 - Illustrator III 32.35
13047 - Librarian 29.32
13050 - Library Aide/Clerk 17.58
13054 - Library Information Technology Systems Administrator 26.48
13058 - Library Technician 18.86
13061 - Media Specialist I 18.53
13062 - Media Specialist II 20.73
13063 - Media Specialist III 23.84
13071 - Photographer I 16.30
13072 - Photographer II 18.23
13073 - Photographer III 22.59
13074 - Photographer IV 27.63
13075 - Photographer V 33.43
13090 - Technical Order Library Clerk 18.23
13110 - Video Teleconference Technician 20.97

14000 - Information Technology Occupations
14041 - Computer Operator I 17.27
14042 - Computer Operator II 19.32
14043 - Computer Operator III 21.55
14044 - Computer Operator IV 23.94
14045 - Computer Operator V 26.50
14071 - Computer Programmer I (see 1) 22.99
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.27
14160 - Personal Computer Support Technician		23.94
14170 - System Support Specialist		24.05
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.58
15020 - Aircrew Training Devices Instructor (Rated)		41.51
15030 - Air Crew Training Devices Instructor (Pilot)		46.72
15050 - Computer Based Training Specialist / Instructor		32.58
15060 - Educational Technologist		34.68
15070 - Flight Instructor (Pilot)		46.72
15080 - Graphic Artist		31.65
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.72
15086 - Maintenance Test Pilot, Rotary Wing		46.72
15088 - Non-Maintenance Test/Co-Pilot		46.72
15090 - Technical Instructor		28.46
15095 - Technical Instructor/Course Developer		34.82
15110 - Test Proctor		22.97
15120 - Tutor		22.97
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		19.03
16030 - Counter Attendant		19.03
16040 - Dry Cleaner		21.75
16070 - Finisher, Flatwork, Machine		19.03
16090 - Presser, Hand		19.03
16110 - Presser, Machine, Drycleaning		19.03
16130 - Presser, Machine, Shirts		19.03
16160 - Presser, Machine, Wearing Apparel, Laundry		19.03
16190 - Sewing Machine Operator		22.66
16220 - Tailor		23.57
16250 - Washer, Machine		19.94
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		28.92
19040 - Tool And Die Maker		34.12
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.88
21030 - Material Coordinator		24.75
21040 - Material Expediter		24.75
21050 - Material Handling Laborer		16.63
21071 - Order Filler		18.57
21080 - Production Line Worker (Food Processing)		21.88
21110 - Shipping Packer		21.25
21130 - Shipping/Receiving Clerk		21.25
21140 - Store Worker I		18.24
21150 - Stock Clerk		23.09
21210 - Tools And Parts Attendant		21.88
21410 - Warehouse Specialist		21.88
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		31.75
23019 - Aircraft Logs and Records Technician		25.82
23021 - Aircraft Mechanic I		30.43
23022 - Aircraft Mechanic II		31.75
23023 - Aircraft Mechanic III		32.96
23040 - Aircraft Mechanic Helper		22.84
23050 - Aircraft, Painter		28.92
23060 - Aircraft Servicer		25.82
23070 - Aircraft Survival Flight Equipment Technician		28.92
23080 - Aircraft Worker		27.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		27.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		30.43
23110 - Appliance Mechanic		28.92
23120 - Bicycle Repairer		24.34
23125 - Cable Splicer		30.43
23130 - Carpenter, Maintenance		30.24
23140 - Carpet Layer		27.38
23160 - Electrician, Maintenance		37.00
23181 - Electronics Technician Maintenance I		27.38
23182 - Electronics Technician Maintenance II		28.92
23183 - Electronics Technician Maintenance III		30.80
23260 - Fabric Worker		25.82
23290 - Fire Alarm System Mechanic		30.43
23310 - Fire Extinguisher Repairer		24.34
23311 - Fuel Distribution System Mechanic		30.43
23312 - Fuel Distribution System Operator		24.34
23370 - General Maintenance Worker		23.54
23380 - Ground Support Equipment Mechanic		30.43
23381 - Ground Support Equipment Servicer		25.82
23382 - Ground Support Equipment Worker		27.38
23391 - Gunsmith I		24.34
23392 - Gunsmith II		27.38
23393 - Gunsmith III		30.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic		29.51
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		30.78

23430 - Heavy Equipment Mechanic		30.43
23440 - Heavy Equipment Operator		30.70
23460 - Instrument Mechanic		30.43
23465 - Laboratory/Shelter Mechanic		28.92
23470 - Laborer		16.63
23510 - Locksmith		28.92
23530 - Machinery Maintenance Mechanic		30.86
23550 - Machinist, Maintenance		25.14
23580 - Maintenance Trades Helper		22.84
23591 - Metrology Technician I		30.43
23592 - Metrology Technician II		31.75
23593 - Metrology Technician III		32.96
23640 - Millwright		30.43
23710 - Office Appliance Repairer		28.92
23760 - Painter, Maintenance		27.85
23790 - Pipefitter, Maintenance		31.61
23810 - Plumber, Maintenance		30.05
23820 - Pneudraulic Systems Mechanic		30.43
23850 - Rigger		30.43
23870 - Scale Mechanic		27.38
23890 - Sheet-Metal Worker, Maintenance		30.43
23910 - Small Engine Mechanic		27.38
23931 - Telecommunications Mechanic I		30.43
23932 - Telecommunications Mechanic II		31.75
23950 - Telephone Lineman		30.43
23960 - Welder, Combination, Maintenance		27.63
23965 - Well Driller		30.43
23970 - Woodcraft Worker		30.43
23980 - Woodworker		24.34
24000 - Personal Needs Occupations		
24550 - Case Manager		23.44
24570 - Child Care Attendant		14.19
24580 - Child Care Center Clerk		17.70
24610 - Chore Aide		15.47
24620 - Family Readiness And Support Services Coordinator		23.44
24630 - Homemaker		23.44
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		30.43
25040 - Sewage Plant Operator		29.34
25070 - Stationary Engineer		30.43
25190 - Ventilation Equipment Tender		22.84
25210 - Water Treatment Plant Operator		29.34
27000 - Protective Service Occupations		
27004 - Alarm Monitor		24.00
27007 - Baggage Inspector		17.68
27008 - Corrections Officer		32.43
27010 - Court Security Officer		34.39
27030 - Detection Dog Handler		19.78
27040 - Detention Officer		32.43
27070 - Firefighter		36.00
27101 - Guard I		17.68
27102 - Guard II		19.78
27131 - Police Officer I		36.00
27132 - Police Officer II		40.00
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.22
28042 - Carnival Equipment Repairer		15.16
28043 - Carnival Worker		11.42
28210 - Gate Attendant/Gate Tender		16.25
28310 - Lifeguard		15.31
28350 - Park Attendant (Aide)		18.17
28510 - Recreation Aide/Health Facility Attendant		14.03
28515 - Recreation Specialist		22.52
28630 - Sports Official		14.48
28690 - Swimming Pool Operator		18.81
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		27.38
29020 - Hatch Tender		27.38
29030 - Line Handler		27.38
29041 - Stevedore I		25.82
29042 - Stevedore II		28.92
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	51.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	35.22
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	38.79
30021 - Archeological Technician I		19.82
30022 - Archeological Technician II		22.19
30023 - Archeological Technician III		27.01
30030 - Cartographic Technician		27.01
30040 - Civil Engineering Technician		24.45
30051 - Cryogenic Technician I		25.06
30052 - Cryogenic Technician II		27.68
30061 - Drafter/CAD Operator I		19.82
30062 - Drafter/CAD Operator II		22.19
30063 - Drafter/CAD Operator III		24.75
30064 - Drafter/CAD Operator IV		29.91
30081 - Engineering Technician I		17.60
30082 - Engineering Technician II		19.76

30083 - Engineering Technician III		22.11
30084 - Engineering Technician IV		27.37
30085 - Engineering Technician V		33.49
30086 - Engineering Technician VI		40.54
30090 - Environmental Technician		29.29
30095 - Evidence Control Specialist		22.63
30210 - Laboratory Technician		18.73
30221 - Latent Fingerprint Technician I		25.06
30222 - Latent Fingerprint Technician II		27.68
30240 - Mathematical Technician		28.73
30361 - Paralegal/Legal Assistant I		24.99
30362 - Paralegal/Legal Assistant II		30.95
30363 - Paralegal/Legal Assistant III		37.85
30364 - Paralegal/Legal Assistant IV		45.80
30375 - Petroleum Supply Specialist		27.68
30390 - Photo-Optics Technician		27.01
30395 - Radiation Control Technician		27.68
30461 - Technical Writer I		27.85
30462 - Technical Writer II		33.71
30463 - Technical Writer III		36.08
30491 - Unexploded Ordnance (UXO) Technician I		32.46
30492 - Unexploded Ordnance (UXO) Technician II		39.27
30493 - Unexploded Ordnance (UXO) Technician III		47.07
30494 - Unexploded (UXO) Safety Escort		32.46
30495 - Unexploded (UXO) Sweep Personnel		32.46
30501 - Weather Forecaster I		29.91
30502 - Weather Forecaster II		36.37
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.75
30621 - Weather Observer, Senior	(see 2)	27.01
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		39.27
31020 - Bus Aide		17.56
31030 - Bus Driver		22.88
31043 - Driver Courier		19.42
31260 - Parking and Lot Attendant		16.24
31290 - Shuttle Bus Driver		17.64
31310 - Taxi Driver		15.71
31361 - Truckdriver, Light		20.70
31362 - Truckdriver, Medium		21.96
31363 - Truckdriver, Heavy		29.25
31364 - Truckdriver, Tractor-Trailer		29.25
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.15
99030 - Cashier		15.41
99050 - Desk Clerk		15.19
99095 - Embalmer		32.46
99130 - Flight Follower		32.46
99251 - Laboratory Animal Caretaker I		22.55
99252 - Laboratory Animal Caretaker II		24.05
99260 - Marketing Analyst		30.27
99310 - Mortician		32.46
99410 - Pest Controller		27.96
99510 - Photofinishing Worker		17.06
99710 - Recycling Laborer		21.46
99711 - Recycling Specialist		24.72
99730 - Refuse Collector		19.85
99810 - Sales Clerk		17.57
99820 - School Crossing Guard		19.85
99830 - Survey Party Chief		29.98
99831 - Surveying Aide		20.22
99832 - Surveying Technician		21.98
99840 - Vending Machine Attendant		24.72
99841 - Vending Machine Repairer		29.64
99842 - Vending Machine Repairer Helper		24.72

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 $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
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 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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