



# CLACKAMAS COUNTY SHERIFF

**Sheriff Angela Brandenburg**

Jesse Ashby, Undersheriff

Jenna Morrison, Undersheriff

Brad O'Neil, Undersheriff

2/6/2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Agreement with the Federal Bureau of Land Management for law enforcement services on BLM lands. Agreement value is \$820,857.24 over 5 years. Funding is through the Bureau of Land Management. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No prior action/review		
<b>Performance Clackamas</b>	Ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Patrick Williams	<b>Contact Phone</b>	503-785-5012

**EXECUTIVE SUMMARY:** CCSO will provide law enforcement services on public lands, waters, roads, and trails administered by the BLM. The BLM will pay for the actual costs associated with conducting law enforcement patrols including wages of law enforcement personnel, mileage, and other vehicle costs associated with typical law enforcement vehicle patrols.

**RECOMMENDATION:** Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>		1. REQUISITION NUMBER 0044004043	PAGE OF 1 39
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2. CONTRACT NO. 140L4325P0004	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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<b>7. FOR SOLICITATION INFORMATION CALL:</b>	a. NAME Christy Webster	b. TELEPHONE NUMBER (No collect calls) 5038086074	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204	CODE LHA	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)	NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561612 SIZE STANDARD: \$29
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11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)
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15. DELIVER TO BLM-OR NORTHWEST OREGON DISTRICT OF 1717 FABRY RD SE SALEM OR 97306	CODE 0011276580	16. ADMINISTERED BY BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204
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17a. CONTRACTOR/ OFFEROR COUNTY OF CLACKAMAS Attn: Nancy Artmann 2051 KAEN RD OREGON CITY OR 97045-4035  TELEPHONE NO. 503-785-5012	CODE NVWKAVB8JND6	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury <a href="https://www.ipp.gov">https://www.ipp.gov</a>	CODE IPP INV
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: NVWKAVB8JND6 Law Enforcement Services Clackamas County Oregon  Base Period of Performance 1/1/2025 - 12/31/2026; Contract has 4 one(1) year options.  Delivery: 12/31/2025 Account Assignm: K G/L Account: 610000252Z Business Area: L000 Commitment Item: 252Z00 Cost Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 01	26. TOTAL AWARD AMOUNT (For Government Use Only) \$138,532.56
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<input type="checkbox"/> 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	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED <u>12/16/2024</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print) Tiffany Eslinger
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Center: LLORN00100 Functional Area: L63000000.NU0000 Fund: 25XL1116AF Fund Center: LLORN00100 PR Acct Assign: 01 Period of Performance: 01/01/2025 to 12/31/2025  LAW ENFORCEMENT SERVICES - BASE PERIOD Product/Service Code: S211 Product/Service Description: HOUSEKEEPING- SURVEILLANCE				138,532.56
00020	LAW ENFORCEMENT SERVICES - OPTION PERIOD 1 Amount: \$150,307.80 (Option Line Item) Anticipated Exercise Date 10/01/2025 Product/Service Code: S211 Product/Service Description: HOUSEKEEPING- SURVEILLANCE Period of Performance: 01/01/2026 to 12/31/2026				0.00
00030	LAW ENFORCEMENT SERVICES - OPTION PERIOD 2 Amount: \$163,084.08 (Option Line Item) Anticipated Exercise Date 10/01/2026 Product/Service Code: S211 Product/Service Description: HOUSEKEEPING- Continued ...				0.00

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L4325P0004

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NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF CLACKAMAS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>SURVEILLANCE Period of Performance: 01/01/2027 to 12/31/2027</p>				
00040	<p>LAW ENFORCEMENT SERVICES - OPTION PERIOD 3 Amount: \$176,946.24 (Option Line Item) Anticipated Exercise Date 10/01/2027 Product/Service Code: S211 Product/Service Description: HOUSEKEEPING- SURVEILLANCE Period of Performance: 01/01/2028 to 12/31/2028</p>				0.00
00050	<p>LAW ENFORCEMENT SERVICES - OPTION PERIOD 4 Amount: \$191,986.56 (Option Line Item) Anticipated Exercise Date 10/01/2028 Product/Service Code: S211 Product/Service Description: HOUSEKEEPING- SURVEILLANCE Period of Performance: 01/01/2029 to 12/31/2029</p> <p>The total amount of award: \$820,857.24. The obligation for this award is shown in box 26.</p>				0.00

**SECTION B – SERVICES AND PRICES**

This requirement is for one(1) Firm Fixed Price Commercial Services Contract for law enforcement services in Clackamas County, Oregon. The contract contains a one-year Base plus (4) one-year options.

Item no.	Item Description	Quantity	Unit of Measure	Unit Price	Total
10	FY 25 Law Enforcement Patrols – Base Year	12	Months	\$11,544.38	\$138,532.56
20	FY 26 Law Enforcement Patrols – Option Year 1	12	Months	\$12,525.65	\$150,307.80
30	FY 27 Law Enforcement Patrols – Option Year 2	12	Months	\$13,590.34	\$163,084.08
40	FY 28 Law Enforcement Patrols – Option Year 3	12	Months	\$14,745.52	\$176,946.24
50	FY 29 Law Enforcement Patorls – Option Year 4	12	Months	\$15,998.88	\$191,986.56
	TOTAL Base				\$138,532.56
	TOTAL Options				\$682,324.68
	<b>GRAND TOTAL – Base plus Options</b>				\$820,857.24

PERIOD OF PERFORMANCE: See Section F.

(End of Section B)

## **SECTION C – STATEMENT OF WORK**

### **C.1.0 Objective**

C.1.1 The Bureau of Land Management (BLM) is responsible for managing the public lands under its administration. Providing law enforcement and protective services in a consistent, efficient and effective manner is a critical component to preserve public order and safety and to protect national interests in natural resources and infrastructure.

C.1.2 The purpose of this contract is to obtain law enforcement services to assist the BLM in the administration and regulation of the use and occupancy of the public lands. The Contractor shall enforce the civil and criminal laws of the State and/or County on the public lands, waters, roads, and trails administered by the BLM. The BLM will pay for the actual costs associated with conducting law enforcement patrols including wages of law enforcement personnel, mileage, and other vehicle costs associated with typical law enforcement vehicle patrols. Contractor shall furnish all necessary management, supervision, labor, transportation, equipment, materials, and any other incidental services to perform this work.

C.1.3 The project location is BLM administered public lands within Clackamas County, Oregon.

C.1.4 The period of performance for the base contract shall be from January 1, 2025 to December 31, 2026 with four (4) additional one-year option periods that may extend the contract up to December 31, 2029, if exercised.

### **C.2.0 Law Enforcement Operations**

C.2.1 The Contractor shall provide law enforcement services, as specified, for the enforcement of State and Local laws relating to the protection of persons and property on public lands. The lack of any specific request by the BLM will not limit the authority of the Contractor to respond to any situation in a fashion seen fit under State or Local law.

C.2.2 The sworn officers of the Clackamas County Sheriff's Office (CCSO) performing services under this agreement in enforcing state and local laws will remain under the supervision, authority, and responsibility of the Sheriff of Clackamas County. The Contractor agrees to conduct patrols with specific attention paid to high use areas. Patrols will be made during hours to be determined by the Contractor who will seek direction from the BLM. The number of patrols during any given week will be dependent upon the judgement of the Contractor.

### **C.3.0 Description of Services**

C.3.1 The Contractor agrees to conduct patrols by motorized vehicle, foot, and all-terrain vehicle (ATV) for the BLM lands within the contract area.

C.3.2 The Contractor shall furnish sworn Deputy/Deputies to routinely patrol the public lands, waters, roads, and trails administered by the BLM within the confines of the county, with special attention given to all areas and incidents assigned by the Northwest Oregon District Ranger and Management Officers. Patrols will focus on preventing violations of laws and regulations, safety of visitors and Government employees and the investigation of crimes.

C.3.3 The Contractor shall provide coverage on national holidays and weekends, particularly during the summer months (May through October), to assure that adequate patrols in BLM administered campgrounds, recreation areas, and other administrative areas will be made within workforce capabilities. The Contractor shall coordinate with the BLM law enforcement to schedule patrols.

C.3.4 When requested by the BLM, the Contractor shall assist in special operations (i.e. marijuana eradication, special events, execution of warrants) or for other unforeseen or emergency situations by as determined to be appropriate for the incidence and within workforce capabilities. Additional services utilized in emergency situations are covered under this contract.

C.3.5 The Contractor shall ensure that sworn personnel assigned to duties on Public Lands be made aware of the provisions of the Archaeological Resources Protection Act (16 U.S.C. 470 aa – ll) and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 – 3013), regarding the skeletal remains. The Contractor shall also ensure that upon discovery of skeletal remains that are indicative of an archaeological site, Contractor shall notify the appropriate BLM Ranger and/or the BLM District Manager or Field Manager prior to disturbing the site, to maximum extent practicable.

C.3.6 Contractor personnel shall comply with the minimum standards as required by the Oregon Department of Public Safety Standards and Training; and shall not be in violation of the provisions of 18 U.S.C. 922, which prohibits persons convicted of a misdemeanor domestic violence crime from possessing firearms or ammunition.

#### **C.4.0 Contractor Furnished Materials**

C.4.1 The Contractor shall furnish and maintain in an acceptable condition all equipment, materials, and supplies necessary for the performance of the contract including, but not necessarily limited to, the following:

C.4.1.1 Uniforms and badges to clearly distinguish the wearer/officer of the Clackamas County Sheriff's Office.

C.4.1.2 Motor vehicles to perform services of law enforcement.

#### **C.5.0 Reporting Requirements**

C.5.1 The Contractor shall furnish the designated BLM District Chief Ranger with a brief, weekly reports of any significant law enforcement activities. The reports will contain a summary of the incident as well as any supporting pictures. When applicable, the Contractor will provide monthly reports of activities during the patrol times to include: (1) dates and times of patrols; (2) hours worked and any hours flown for a BLM-directed drug reconnaissance on public lands; (3) citation and arrests made on public lands, misdemeanors and felonies, with case numbers; (4) incidents reported, investigated to, with case numbers; and (5) assistance given to BLM personnel.

#### **C.6.0 Payment**

C.6.1 The Contractor shall bill the BLM via the Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (see Section G – Contract Administration Data).

C.6.2 The Contractor shall send a copy of the invoice and itemized documentation in support of all invoiced expenses, to include the monthly report (see C.5.1), to the BLM Ranger for review prior to submission of the invoice through the IPP system.

(End of Section C)

**SECTION F – DELIVERIES OR PERFORMANCE**

**F.1.0 PERIOD OF PERFORMANCE**

The contract shall commence from January 1, 2025 for a period up to 5 years if options are exercised.

**F.2.0 PROGRESS PLAN**

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details its proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule must reflect a work progress rate equal to the available amount of contract performance time.

The following clause is incorporated by reference:

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.242-15	STOP WORK ORDER	AUG 1989

(End of Section F)



## SECTION G – CONTRACT ADMINISTRATION DATA

The following local clauses are provided in full text:

### CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30- day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of clause)

#### ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (APR 2013)

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 Products or Commercial Services included in commercial products or commercial services 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. Invoice billed according to contract line items and rates.
2. If partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.
3. If final payment is billed, the last invoice shall state “FINAL”.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contract (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) 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)

(End of Section G)

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1.0 ACCESS

In the event of a site/facility closure, the Contractor shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Contracting Officer or their designated representative.

### H.2.0 WORK HOURS

Unless otherwise specified in Section C, Specifications, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Saturday, Sunday, or Federal holidays unless authorized by the COR.

### H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for all environmental delays. The count of contract time will therefore continue during all periods of suspension due to normal weather conditions, including fire danger. The Contractor will not be entitled to additional contract time for any suspensions except to the extent that they are due to unusually severe weather conditions. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area.

### H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

H.4.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

H.4.2 The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.4.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract.

H.4.4 The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

### H.5.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control

Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

#### H.6.0 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating.

Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

#### H.7.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm).
- USDA Biobased product listings published at [www.biopreferred.gov](http://www.biopreferred.gov).
- Energy Star® product listings published at [www.energystar.gov/products](http://www.energystar.gov/products).
- FEMP Low Standby Power product listings published at <http://energy.gov/eere/femp/covered-product-categories>

Contractor shall comply with all reporting requirements stated in the applicable clause(s):

- 52.223-1 Biobased Product Certification
- 52.223-2 Reporting of Biobased Products under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items

#### H.8.0 RESTORATION OF RESOURCES

H.8.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment or other alternative deemed feasible may be withheld until the Contractor has complied with this requirement.

H.8.2 Site and Access Roads – Site and public or private access roads negligently damaged by the Contractor shall be restored to the same condition they were in at the commencement of work, at the expense of the Contractor.

#### H.9.0 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to restricted areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

#### H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries  
Wage and Hour Division  
3865 Wolverine St. NE; E-1  
Salem, OR 97305-1268

Contact: Licensing Unit  
Telephone: (503) 373-1463  
Fax: (503) 373-7636

#### H.11.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR and outlined in the attachment at the end of this section.

The following clause is provided in full text:

#### **FIRE REQUIREMENTS PROCEDURES OUTLINE**

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

#### **1. CLOSED FIRE SEASON**

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- Fire tools must be on site;
- Fire extinguisher must be in all vehicles;
- Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- Only unmodified saws are to be used in the forest;
- Approved spark arresters must be on all internal combustion engines;
- Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- No smoking is permitted while working or traveling through any operations area in the forest;

- No use of explosives is permitted unless approved by the State Forester's representative;
- Permits to burn are required unless waived by a representative of the State Forester.
- Permits to operate power-driven machinery shall be obtained by the Contractor prior to commencing operations unless waived by a representative of the State Forester (ORS 47.625).

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

**2. FIRE PRECAUTION LEVELS**

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

**Level 2** is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

**Level 3** is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

**Level 4** is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

**ORS. 477.066** requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

**OAR. 629-43-030** requires watchmen to be:

- Physically capable and experienced in operating any firefighting equipment on site.
- On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- Patrolling and visually inspecting all sites where work was done during the day.

**3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON**

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

KIND OF TOOLS	NUMBER OF PERSONNEL										
	1-4	5	6	7	8	9	10	11	12	13	14
Pulaskis	1	1	1	1	1	1	2	2	2	2	2

Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- For chainsaws - 8 oz. capacity by weight.
- For vehicles - UL rating of at least 4 BC.

#### 4. ADDITIONAL WATER SUPPLY

Contractor shall comply with ORS 477.615 during fire season when inside or within one-eighth of one mile of a state forest protection district and furnish additional water supply and equipment for use in fire suppression in conformity with the rules promulgated by the Oregon State Forester, when directed by the Oregon State Forester in writing. When required, all water supply and equipment components shall be maintained and ready for immediate use.

During fire season when operating a stationary internal combustion engine inside or within one eighth of one mile of a state forest protection district, Contractor shall comply with ORS 477.650 and provide a water supply, with equipment for its use in fire suppression for each engine, in conformity with the rules promulgated by the Oregon State Forester. All water supply and equipment components shall be maintained and ready for immediate use.

(End of Section H)

**SECTION I – CONTRACT CLAUSES**

The following provision is incorporated by reference:

Clause	Title	Date
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017

The following clauses are incorporated by reference:

Clause	Title	Date
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015
52.232.11	EXTRAS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

The following clauses are provided in full text:

**52.212-4 – 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; [41 U.S.C. 4712](#) and [10 U.S.C. 4701](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)**

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

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

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

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

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

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

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

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

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

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

(6) [Reserved].

(7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

(9) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (**Dec 2023**) ([Pub. L. 115-390](#), title II).

X (11)(i) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (**Dec 2023**) ([Pub. L. 115–390](#), title II).

X (ii) Alternate I (Dec 2023) of 52.204–30.

X (12) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

X (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

   (14) [Reserved]

   (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

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

   (17) [Reserved]

   (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

   (ii) Alternate I (MAR 2020) of [52.219-6](#).

   (19) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

   (ii) Alternate I (MAR 2020) of [52.219-7](#).

X    (20) [52.219-8](#), Utilization of Small Business Concerns (FEB 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

   (21) (i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).

   (ii) Alternate I (NOV 2016) of [52.219-9](#).

   (iii) Alternate II (NOV 2016) of [52.219-9](#).

   (iv) Alternate III (JUN 2020) of [52.219-9](#).

   (v) Alternate IV (SEP 2023) of [52.219-9](#).

   (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

   (ii) Alternate I (MAR 2020) of [52.219-13](#).

   (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).

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

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

(26) (i) [52.219-28](#), Post Award Small Business Program Representation (FEB 2024)  
( [15 U.S.C. 632\(a\)\(2\)](#))

   (ii) Alternate I (MAR 2020) of [52.219-28](#).

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

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

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

   (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

  X (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

   (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (FEB 2024).

  X (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

  X (34) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

  X (ii) Alternate I (FEB 1999) of [52.222-26](#).

  X (35) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

  X (ii) Alternate I (JUL 2014) of [52.222-35](#).

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

   (ii) Alternate I (JUL 2014) of [52.222-36](#).

  X (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

   (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

   (40) [52.222-54](#), Employment Eligibility Verification (MAY 2022) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

   (41) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)



\_\_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

\_\_\_ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

\_\_\_ (44) [52.223-20](#), Aerosols (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

\_\_\_ (45) [52.223-21](#), Foams (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

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

\_\_\_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_\_ (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

\_\_\_ (ii) Alternate I (OCT 2022) of [52.225-1](#).

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

\_\_\_ (ii) Alternate I [Reserved]

\_\_\_ (iii) Alternate II (DEC 2022) of [52.225-3](#).

\_\_\_ (iv) Alternate III (FEB 2024) of [52.225-3](#).

\_\_\_ (v) Alternate IV (OCT 2022) of [52.225-3](#).

\_\_\_ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

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

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

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

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

(56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021) .

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

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

(59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

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

(61) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

(62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

(63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

(64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

(ii) Alternate I (APR 2003) of [52.247-64](#).

(iii) Alternate II (NOV 2021) of [52.247-64](#).

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

(1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

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

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

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

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

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

X (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 DEVIATION (OCT 2023).

X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

   (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

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

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

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

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

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

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

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

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

(B) Alternate I (**DEC 2023**) of 52.204–30.

(viii) [52.219-8](#), Utilization of Small Business Concerns (FEB 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(x) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

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

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

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

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

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

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

(xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

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

(xix) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 2989).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 DEVIATION (OCT 2023).

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

(xxii)(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

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

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

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

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

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

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of Clause)

#### 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

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

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

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Law Enforcement Officer	GS 9 - \$61,965.00

(End of Clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026  
DEVIATION (OCT 2023)

(a) Definitions. As used in this clause-

*United States* means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker-

(1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and-

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection* with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on

the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to-

(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;

(ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:



- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator. Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(4) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

U) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024)

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

*Biobased product* means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. ([7 U.S.C. 8101](#)) ([7 CFR 3201.2](#)).

*Recovered material* means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. ([42 U.S.C. 6903](#)).

*Sustainable products and services* means products and services that are subject to and meet the following applicable statutory mandates and directives for purchasing:

(1) *Statutory purchasing programs.*

(i) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines ([42 U.S.C. 6962](#)) ([40 CFR part 247](#)) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

(ii) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products ([42 U.S.C. 8259b](#)) ([10 CFR part 436, subpart C](#)) (<https://www.energy.gov/eere/femp/search-energy-efficient-products> and <https://www.energystar.gov/products?s=mega>).

(iii) Biobased products meeting the content requirement of the USDA under the BioPreferred® program ([7 U.S.C. 8102](#)) ([7 CFR part 3201](#)) (<https://www.biopreferred.gov>).

(iv) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone ([42 U.S.C. 76711](#)) ([40 CFR part 82, subpart G](#)) (<https://www.epa.gov/snap>).

(2) *Required EPA purchasing programs.*

(i) WaterSense® labeled (water efficient) products and services (<https://www.epa.gov/watersense/watersense-products>).

(ii) Safer Choice-certified products (products that contain safer chemical ingredients) (<https://www.epa.gov/saferchoice/products>).

(iii) Product and services that meet EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023 (<https://www.epa.gov/greenerproducts/recommendations-specifications-standards-and-ecolabels-federal-purchasing>).

(b) *Requirements.*

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(3)

(i) Except as provided in paragraph (b)(3)(ii) of this clause, sustainable products and services must meet the applicable standards, specifications, or other program requirements at time of quote or offer submission; and

(ii) Sustainable products and services must meet the EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023.

(c) *Resource.* The Green Procurement Compilation (GPC) available at <https://sftool.gov/greenprocurement> provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which purchasing programs apply to a specific product or service.

(End of clause)

#### 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

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

*Controlled substance* means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act ( [21 U.S.C.812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

*Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

*Drug-free workplace* means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

*Employee* means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

*Individual* means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [26.505](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

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

*"Driving"*-

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

*Text messaging* means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of subcontract award.

(End of clause)

#### 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 (CFR, Title 48, Chapter 14): [http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5\\_02.tpl#1400](http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400)

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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)

#### 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)

#### 1452.203-70 RESTRICTIONS ON ENDORSEMENTS—DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

#### 1510-52.211-70 BLM - VARIATION IN ESTIMATED QUANTITY (MAY 1987), 52.211-70 (DEVIATION)

If the quantity of the unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 20 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 120 percent or below 80 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for 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 the 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.

(End of clause)

(End of Section I)

**SECTION J – LIST OF ATTACHMENTS**

Attachment No.	Title	Pages
1	Service Contract Act Wage Determination <i>The latest wage determination shall be incorporated at the time of award.</i>	11

(End of Section J)



"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.: 2015-5563 Revision No.: 23 Date Of Last Revision: 07/22/2024	

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.

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

States: Oregon, Washington

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

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

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

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

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

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

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

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

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

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The

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

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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



specifications;

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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