

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER IHS1520864		PAGE OF 1 30	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 75H70626Q00230		6. SOLICITATION ISSUE DATE 10/01/2026
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDREA WHIPPLE			b. TELEPHONE NUMBER (No collect calls) 605-268-2022		8. OFFER DUE DATE/LOCAL TIME 10/23/2026 1300 CT
9. ISSUED BY Woodrow Wilson Keeble Memorial Health Care Center Indian Health Service 100 Lake Traverse Drive Sisseton SD 57262				10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED 339950 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) SIZE STANDARD: 500			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐		13b. RATING	
15. DELIVER TO SISSETON 100 LAKE TRAVERSE DRIVE SISSETON SD 57262		16. ADMINISTERED BY Woodrow Wilson Keeble Memorial Health Care Center Indian Health Service 100 Lake Traverse Drive Sisseton SD 57262		14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)			
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA			
26. TOTAL AWARD AMOUNT (For Government Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	
29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		31d. NAME AND TITLE OF SIGNER (Type or print)	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	equipment or parts shall be provided under any circumstances. Absolutely no "Gray Market Goods" or "Counterfeit Electronic Parts" shall be provided. Gray Market Goods are defined as genuine branded goods intentionally or unintentionally sold outside of an authorized sales-territory or by non-authorized dealers in an authorized territory. All equipment shall be accompanied by the Original Equipment Manufacturers (OEM's) warranty. Counterfeit Electronic Parts are defined as unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. The quoted "unit price" is an all-inclusive cost. All "inclusive cost" is defined to include travel, lodging, per diem, fringe benefits, federal, state and local taxes plus all other costs pertinent to the performance of this Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

75H70626Q00230

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1	purchase order. Delivery: 02/28/2027 Installation of new LED sign See Performance Work Statement (PWS) Invoice Processing Platform (IPP) The Indian Health Service (IHS) is in compliance with the Office of Management and Budget (OMB) M-15-19 memorandum "Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing" directing Federal agencies to adopt electronic invoicing as the primary means to disburse payment to vendors. Invoices submitted under any award resulting from this solicitation will be required to utilize the Invoice Processing Platform (IPP) in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests. IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis (FRSTL). Respondents to this solicitation are encouraged to register an account with IPP if they have not already done so. If your organization is already registered to use IPP, you will not be required to re-register- however, we encourage you make sure your organization and designated IPP user accounts are valid and up to date. The IPP website address is: https://www.ipp.gov If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8AM to 6PM ET), or IPPCustomerSupport@fiscal.treasury.gov "Should the contractor feel that use of the IPP would be unduly burdensome, their response to this solicitation should include an explanation of this position for a determination by the contracting officer". The Government reserves the right to accept or reject services, if the level of performance is unacceptable.	1	EA		

WOODROW W. KEEBLE MEMORIAL HEALTH CARE CENTER
INDIAN HEALTH SERVICE
PERFORMANCE WORK STATEMENT
LED SIGN UPGRADE & SERVICE AGREEMENT

Background:

The mission of the Sisseton Indian Health Service is to provide the best possible healthcare services to the Native American population on the Sisseton Wahpeton Oyate Reservation. To achieve this mission the Sisseton Indian Health Services has identified the need to replace an existing LED sign at the Sisseton IHS facility. This sign has reached end of life and is no longer able to communicate clear and reliable messaging for public communication and safety.

PURPOSE/OBJECTIVE:

The Purpose of this acquisition is to replace the existing, outdated LED sign at the Sisseton IHS facility to ensure effective communication with patients, visitors, and the surrounding community in support of the IHS mission.

Contractor Responsibilities:

1. The Contractor shall provide all labor, materials, equipment and coordination necessary to complete the following:
 - a. Design – New sign shall be GT6x-144x216-10-RGB-2V as manufactures by Daktronics or equal.
 - i. Cabinet display configuration is Two-View, two one-sided display installed back-to-back. Display shall operate from 120/240 VAC, 60 Hz single phase, including neutral and earth ground. Display shall operate in a minimum ambient temperature range of -40 to + 120 degree Fahrenheit and 95% humidity. The presence of ambient radio signals and magnetic or electromagnetic interference, including those from power lines, transformers, and motors, shall not impair performance of the display system.
 - ii. Internal display component hardware (nuts, bolts, screws, standoffs, rivets, fasteners, etc.) shall be fabricated from stainless steel, aluminum, nylon, or other durable corrosion-resistant materials suitable for the signage application. Display materials shall use non-corrosive materials or have a protective coating so they shall be anti-corrosive and not degrade or oxidize. Provide lifting supports that can be removed after installation.
 - iii. Exterior finish shall be coated with an automotive-grade acrylic urethane paint. Provide UV resistance to prevent discoloring.
 - iv. LED display performance shall present messages that are continuous, uniform and unbroken in appearance. Display shall be capable of displaying all true type fonts. Display shall be able to display messages composed of any combination of alphanumeric text, punctuation symbols, graphic images, and pre-canned video files (30 frame per

second playback capability).

- v. Controller shall be able to run independently from a controlling computing device allowing the display to operate even when the controlling device is unhooked or turned off. Each controller shall be connected to a light sensor allowing each LED display to automatically adjust brightness according to display direction and lighting conditions.
- vi. Communications for display controller shall be DHCP-enabled and allow for static IP addressing. Each single-face display shall be controlled and monitored by its own LED controller. Led controller shall be able to receive instructions from and provide information using ethernet Cat5. Verify existing ethernet is communicating.
- vii. Controller software to be hosted on manufacturer's servers at no cost to the customer. Display content and scheduling shall be via cloud-based solution with web browser access supporting iOS Safari, Internet Explorer v11+, Microsoft Edge, Google Chrome and Mozilla Firefox. Basic content creation to be performed via browser-based online editor. Supports import of images (PNG, BMP, GIF, JPG, PSD) and video files (AVI, MPG, MP4, MOV) in both browser-based and downloadable content utilities.

b. Installation –

- i. The structure design is critical and should be done only by a qualified individual. Verify that the existing structure and mounting hardware are adequate in accordance with ASCE 7-22.
- ii. Ensure that the installation meet local standards. The mounting hardware shall be capable of supporting all components to be mounted.
- iii. All mounted displays must be inspected by a qualified structural engineer.
- iv. Verify existing power is adequate for new sign.
- v. Displays must be grounded according to the provisions outlined in Article 250 of the National Electrical Code. The display must be connected to earth-ground. Proper grounding is necessary for reliable equipment operation and protects the equipment from damaging electrical disturbances and lightning.

2. Warranty –

- a. Contractor shall provide 1-year labor and material warranty at no additional cost to the government which provides for repairs of all work and equipment that was provided under this scope of work.
- b. Contractor shall provide 5-years of parts coverage from manufacturer.
- c. Provide a toll-free help desk number that will be staffed from 7 a.m. to 7 p.m. Central Time from manufacturer.

3. The Contractor shall coordinate removal and disposal of existing signage.

Technical Requirements:

The Contractor will possess the knowledge and skills to complete the work described in the Contractor Responsibilities above.

PERIOD OF PERFORMANCE:

The period of performance will be 120 days from the Date of the Award.

CONTRACTOR PERFORMANCE CONDITIONS AND RESPONSIBILITIES:

The contractor is responsible for maintaining satisfactory standards of conduct, competence, appearance and integrity.

Contracting Officer's Representative Designation

The Contracting Officer's Representative (COR) representing the Government for the purpose of this contract shall be designated in writing by the Contracting Officer at the Great Plains Area Indian Health Service.

The COR is responsible for:

1. Monitoring the Contractor's technical progress including surveillance, assessment, and performance and recommending to the Contracting Officer changes in requirements,
2. Interpreting Performance Work Statement.
3. Performing technical evaluation as required.
4. Performing technical inspection and acceptance required by this contract.
5. Assisting the Contractor in the resolution of technical problems encountered during Performance.
6. Serving as systems manager to ensure compliance with the Privacy Act.

Contracting Officer's Representative (COR):

The person identified below is hereby designated as the COR for this contract. The responsibility of the COR (or its duly representative) is to ensure that the Government technical objectives are met. The COR will provide necessary information, direction, coordination, etc., within the contractual work description. Issuance of changes which affect the articles, terms, or conditions of this contract will be accomplished through the Contracting Officer who is the only party authorized to bind the Government to the contract.

Ella Greybuffalo, ASA, COR III
Woodrow W. Keeble Memorial Health Care Center
Indian Health Service
100 Lake Traverse Drive
Sisseton, SD 57262
Phone: (605)742-3862
Email: Ella.Greybuffalo@ihs.gov

Required Service	Performance Standard	AQL	Government Surveillance
LED Sign Design	New sign shall be Daktronics GT6x-144x216-10-RGB-2V or approved equal and meet all requirements of the PWS.	100%	Submittal Review / Inspection
LED Sign Installation	Sign shall be installed in accordance with manufacturer requirements, approved design documents, and applicable codes and standards.	100%	Inspection
Structural Verification	Existing structure and mounting hardware shall be verified as adequate for installation of the new display in accordance with ASCE 7-22.	100%	Document Review / Inspection
Structural Inspection	Mounted display shall be inspected by a qualified structural engineer following installation.	100%	Document Review
Electrical Verification	Existing electrical power shall be verified as adequate for the new LED sign prior to installation/connection.	100%	Inspection / Document Review
Electrical Grounding	Display shall be grounded in accordance with Article 250 of the National Electrical Code (NEC).	100%	Inspection
Contractor Warranty	Contractor shall provide a minimum one-year labor and material warranty, at no additional cost to the Government, covering repair of all work and equipment provided under the PWS.	100%	Document Review
Manufacturer Parts Coverage	Contractor shall provide documentation demonstrating five years of manufacturer parts coverage.	100%	Document Review
Technical Support	Contractor shall provide a toll-free help desk number for technical support.	100%	Document Review
Removal and Disposal	Contractor shall coordinate removal and disposal of existing signage in accordance with PWS requirements and applicable requirements.	100%	Inspection / Document Review

Payment Process:

A purchase order will be used to pay for these services. The Contractor shall submit an original invoice in the electronic invoicing system called IPP (Invoice Processing Platform).

HHSAR 352.232-71 Electronic Submission of Invoice Payment Requests (Feb 2022)

(a) Definitions. As used in this clause-Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract. (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site. (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures. (d) If alternate payment procedures are authorized, the Contractor shall

include a copy of the Contracting Officer's written authorization with each payment request.
(END OF CLAUSE)

Unless otherwise agreed to by the contracting officer per HHSAR 352.232-71(c), the use of IPP shall take precedence over previously established invoicing procedures." In compliance with the Office of Management and Budget (OMB) M-15-19 memorandum "Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing" directing Federal agencies to adopt electronic invoicing as the primary means to disburse payment to vendors.

Invoices submitted under any award will be required to utilize the Invoice Processing Platform (IPP) in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests. IPP is a secure, web-based electronic invoicing system provided by the U.S.

Department of the Treasury's Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis (FRSTL).

If your organization is already registered to use IPP, you will not be required to re-register- however, we encourage you make sure your organization and designated IPP user accounts are valid and up to date. The IPP website address is: <https://www.ipp.gov>

If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8AM to 6PM ET), or IPPCustomerSupport@fiscal.treasury.gov.

The invoice MUST include the following for the payment process:

1. Contractor/Vendor Name
2. Mailing Address
3. Telephone Number
4. Tax Identification Number
5. Invoice Number and Date
6. Description of Services Provided, Quantity, Unit of Issue, Unit Price, and Total Dollar Amount Due.
7. UEI Number (Unique Entity Identifier Number)

Payment shall be made by the:

Great Plains Area
Indian Health Service
Division of Financial Management
114 5th Ave SE - Room 211 Federal Building
Aberdeen, South Dakota 57401

Authority:

1. No person other than the Contracting Officer has the authority to bind the Government with respect to this contract.
2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.
3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract
 - a. An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
 - b. A purported modification or change order issued by anyone other than the Contracting Officer
 - c. A promise by anyone other than the Contracting Officer to provide additional funding or make payments: or
 - d. An order, direction, consent, or permission from anyone other than the Contracting Officer to:
 - i. Incur costs in excess of a specified estimated cost, allotment of funds, or Other ceiling: or
 - ii. Expend hours in excess of a specified level of effort
4. Funding Notification Threshold (75%)
 - a. The Contractor shall notify the Contracting Officer in writing whenever cumulative funding obligated, invoiced, or expended under this contract and/or any task order reaches or is expected to exceed seventy-five percent (75%) of the total funding obligated for the contract or applicable task order. The notice shall include the Contractor's best estimate of the additional funding required to continue performance through completion (or through the end of the period of performance, as applicable) and shall identify the basis for the estimate. Such notice shall be provided no later than two (2) calendar days after the Contractor becomes aware of the condition.
 - b. No Authorization Implied: This notice does not authorize an increase in funding or any additional work. Performance beyond the funding currently obligated shall be at the Contractor's risk unless and until the Contracting Officer issues a written contract modification obligating additional funds. The "unit Price" is an all-inclusive const. All "inclusive cost" is defined to include travel, lodging, per diem, fringe benefits, i.e., life insurance, social security, federal, state, and local taxes, plus all other costs pertinent to the performance of this task order/delivery order.

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

FAR CITATION: 52.252-1 Solicitation Provision Incorporated by Reference. (FEB 1998)

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

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

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

“System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.”

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

No.	FAR Citation	Clause Title	Clause Date
1.	52.203-17	Contractor Employee Whistleblower Rights	November 2023
2.	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements of Statements	January 2017
3.	52.204-7	System for Award Management	November 2025
4.	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	November 2025
5.	52.204-13	System for Award Management Maintenance.	November 2025
6.	52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
7.	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	November 2025
8.	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	November 2025
9.	52.212-1	Instructions to Offerors – Commercial Items	November 2025
10.	52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	November 2025
11.	52.219-6	Notice of Total Small Business Set-Aside	November 2025
12.	52.219-28	Post Award Small Business Program Re-representation	November 2025
13.	52.222-3	Convict Labor	June 2003
14.	52.222-36	Equal Opportunity for Workers with Disabilities	November 2025
15.	52.222-41	Service Contract Labor Standards	August 2018
16.	52.222-50	Combating Trafficking in Persons	November 2025
17.	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	January 2022
18.	52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
19.	52.232-39	Unenforceability of Unauthorized Obligations	June 2013
20.	52.233-3	Protest After Award	November 2025
21.	52.233-4	Applicable Law for Breach of Contract Claim	November 2025
22.	52.244-6	Subcontracts for Commercial Products and Commercial Services	November 2025

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

No.	FAR Citation	Clause Title	Clause Date
1.	52.217-8	Option to Extend Services	November 1999
2.	52.222-90	Addressing DEI Discrimination by Federal Contractors	April 2026

52.217-8 Option to Extend Services.

As prescribed in 17.203(f), insert a clause substantially the same as the following:

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 *60 Days*.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (April 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

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

No.	HHSAR Citation	Clause Title	Clause Date
1.	HHSAR 352.226-1	Indian Preference	December 2015
2.	HHSAR 352.226-2	Indian Preference Program	December 2015
3.	HHSAR 352.226-4	Notice of Indian Small Business Economic Enterprise set-aside	December 2015
4.	HHSAR 352.226-5	Notice of Indian Economic Enterprise set-aside	December 2015
5.	HHSAR 352.226-6	Indian Economic Enterprise Subcontracting Limitations	December 2015
6.	HHSAR 352.226-7	Indian Economic Enterprise Representation	December 2015
7.	HHSAR 352.232-71	Electronic Submission of Payment Requests	February 2022

352.226-1 Indian Preference.

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

Indian Preference (December 18, 2015)

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

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

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

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

(e) As used in this clause,

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

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

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

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

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

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

(End of clause)

352.226-2 Indian Preference Program.

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

Indian Preference Program (December 18, 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

352.226-4 Notice of Indian Small Business Economic Enterprise set-aside.

As prescribed in HHSAR 326.604-2(b)(1), and in lieu of the requirements of 48 CFR 19.508, the Contracting Officer shall insert the following provision:

Notice of Indian Small Business Economic Enterprise Set-Aside

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (www.IHS.gov/DAP), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of clause)

352.226-5 Notice of Indian Economic Enterprise set-aside.

As prescribed in HHSAR 326.604-2(e)(2), the Contracting Officer shall insert the following clause:

Notice of Indian Economic Enterprise Set-Aside

(a) *Definitions as used in this clause:*

Alaska Native Claims Settlement Act (ANCSA) means Public Law 92-203 (December 18, 1971), 85 Stat. 688, codified at 43 U.S.C. 1601-1629h.

Indian means a person who is an enrolled member of an Indian Tribe or “Native” as defined in the Alaska Native Claims Settlement Act.

Indian Economic Enterprise means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite

management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

- (i) At the time an offer is made in response to a written solicitation;
- (ii) At the time of the contract award; and
- (iii) During the full term of the contract.

Indian Tribe means an Indian Tribe, band, nation, or other recognized group or community that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, including any Alaska Native village or regional or village corporation under the Alaska Native Claims Settlement Act (Pub. L. 92-203, 85 Stat. 688; 43 U.S.C. 1601).

Representation means the positive statement by an enterprise of its eligibility for preferential consideration and participation for acquisitions conducted under the Buy Indian Act, 25 U.S.C. 47, in accordance with the procedures in Subpart 326.606.

(b) *General.*

- (1) Under the Buy Indian Act, offers are solicited only from Indian Economic Enterprises.
- (2) The CO will reject all offers received from ineligible enterprises.
- (3) Any award resulting from this solicitation will be made to an Indian Economic Enterprise, as defined in paragraph (a) of this clause.

(c) *Required submissions.* In response to this solicitation, an offeror must also provide the following:

- (1) A description of the required percentage of the work/costs to be provided by the offeror over the contract term as required by section 352.226-6, Subcontracting Limitations clause; and
- (2) Qualifications of the key personnel (if any) that will be assigned to the contract.

(d) *Required assurance.* The offeror must provide written assurance to the CO that the offeror is and will remain in compliance with the requirements of this clause. It must do this before the CO awards the Buy Indian Act contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.

(e) *Non-responsiveness.* Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.

(f) *Eligibility.*

(1) Participation in the Mentor-Protégé Program established under section 831 of the National Defense Authorization Act for Fiscal Year 1991 (25 U.S.C. 47 note) does not render an Indian Economic Enterprise ineligible for contracts awarded under the Buy Indian Act.

(2) If a contractor no longer meets the definition of an Indian Economic Enterprise after award, the contractor must notify the CO immediately and in writing. The notification must include full disclosure of circumstances causing the contractor to lose eligibility status and a description of any actions that the contractor will take to regain eligibility. Failure to give the CO immediate written notification means that:

- (i) The economic enterprise may be declared ineligible for future contract awards under this part; and

(ii) The CO may consider termination for default if it is in the best interest of the government.

(g) Representation. Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (326.606). As required by HHSAR 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (www.IHS.gov/DAP), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not Indian Economic Enterprises shall not be considered.

(End of clause)

352.226-6 Indian Economic Enterprise Subcontracting Limitations

As prescribed in HHSAR 326.604-2(e)(3), the Contracting Officer shall insert the following clause:

Indian Economic Enterprise Subcontracting Limitations

(a) Definitions as used in this clause.

(1) *Indian Economic Enterprise* means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

(2) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(3) *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

352.226-7 Indian Economic Enterprise Representation.

As prescribed in HHSAR 326.604-2(e)(4), the Contracting Officer shall insert the following provision:

Indian Economic Enterprise Representation

(a) The offeror must represent as part of its offer that it does meet the definition of Indian Economic Enterprise (IEE) as defined in HHSAR 326.601 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately, via email, if there is any ownership change affecting compliance with this representation.

(b) The representation must be made on the designated IHS Indian Economic Enterprise Representation form or any successor forms through which the offeror will certify that the ownership requirements defined by HHSAR 326.601 are met.

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

(End of provision)

352.232-71, Electronic Submission of Payment Requests

Electronic Submission of Payment Requests (Feb 2022)

(a) Definitions. As used in this clause—

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

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

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

(End of Clause)

"

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 Division of
Director Wage Determinations

Wage Determination No.: 2015-5375
Revision No.: 28
Date Of Last Revision: 5/13/2026

State: South Dakota

Area: South Dakota Counties of Aurora, Beadle, Bon Homme, Brookings,
Brown, Clark, Clay, Codington, Davison,
Day, Deuel, Edmunds, Faulk, Grant,
Hamlin, Hanson, Hutchinson, Jerauld,
Kingsbury, Lake, Marshall, McPherson,
Miner, Moody, Roberts, Sanborn, Spink
and Yankton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.97
01012 - Accounting Clerk II		19.04
01013 - Accounting Clerk III		21.30
01020 - Administrative Assistant		23.50
01035 - Court Reporter		21.20
01041 - Customer Service Representative I		15.61
01042 - Customer Service Representative II		17.03
01043 - Customer Service Representative III		19.12
01051 - Data Entry Operator I		15.48
01052 - Data Entry Operator II		16.89
01060 - Dispatcher, Motor Vehicle		20.09
01070 - Document Preparation Clerk		17.04
01090 - Duplicating Machine Operator		17.04

01111 - General Clerk I	15.06
01112 - General Clerk II	16.43
01113 - General Clerk III	18.44
01120 - Housing Referral Assistant	23.64
01141 - Messenger Courier	13.76
01191 - Order Clerk I	19.98
01192 - Order Clerk II	21.79
01261 - Personnel Assistant (Employment) I	18.06
01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	24.15
01290 - Rental Clerk	16.96
01300 - Scheduler, Maintenance	18.96
01311 - Secretary I	18.96
01312 - Secretary II	21.20
01313 - Secretary III	23.64
01320 - Service Order Dispatcher	17.95
01410 - Supply Technician	23.50
01420 - Survey Worker	18.61
01460 - Switchboard Operator/Receptionist	16.95
01531 - Travel Clerk I	17.08
01532 - Travel Clerk II	18.15
01533 - Travel Clerk III	19.25
01611 - Word Processor I	16.89
01612 - Word Processor II	18.96
01613 - Word Processor III	21.20
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.98
05010 - Automotive Electrician	20.76
05040 - Automotive Glass Installer	19.54
05070 - Automotive Worker	19.54
05110 - Mobile Equipment Servicer	17.16
05130 - Motor Equipment Metal Mechanic	21.97
05160 - Motor Equipment Metal Worker	19.54
05190 - Motor Vehicle Mechanic	21.97
05220 - Motor Vehicle Mechanic Helper	16.01
05250 - Motor Vehicle Upholstery Worker	18.32
05280 - Motor Vehicle Wrecker	19.54
05310 - Painter, Automotive	20.76
05340 - Radiator Repair Specialist	19.54
05370 - Tire Repairer	17.47
05400 - Transmission Repair Specialist	21.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.89
07041 - Cook I	16.98
07042 - Cook II	19.34
07070 - Dishwasher	12.78
07130 - Food Service Worker	14.35
07210 - Meat Cutter	16.77
07260 - Waiter/Waitress	13.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.55
09040 - Furniture Handler	16.14
09080 - Furniture Refinisher	24.55

09090 - Furniture Refinisher Helper	18.92
09110 - Furniture Repairer, Minor	21.66
09130 - Upholsterer	24.55
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.45
11060 - Elevator Operator	16.65
11090 - Gardener	18.28
11122 - Housekeeping Aide	16.65
11150 - Janitor	16.65
11210 - Laborer, Grounds Maintenance	14.55
11240 - Maid or Houseman	14.12
11260 - Pruner	13.16
11270 - Tractor Operator	17.06
11330 - Trail Maintenance Worker	14.55
11360 - Window Cleaner	18.40
12000 - Health Occupations	
12010 - Ambulance Driver	19.16
12011 - Breath Alcohol Technician	21.27
12012 - Certified Occupational Therapist Assistant	24.75
12015 - Certified Physical Therapist Assistant	24.44
12020 - Dental Assistant	23.18
12025 - Dental Hygienist	40.53
12030 - EKG Technician	35.46
12035 - Electroneurodiagnostic Technologist	35.46
12040 - Emergency Medical Technician	19.16
12071 - Licensed Practical Nurse I	19.02
12072 - Licensed Practical Nurse II	21.27
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	18.69
12130 - Medical Laboratory Technician	29.31
12160 - Medical Record Clerk	20.79
12190 - Medical Record Technician	23.26
12195 - Medical Transcriptionist	20.71
12210 - Nuclear Medicine Technologist	39.65
12221 - Nursing Assistant I	13.31
12222 - Nursing Assistant II	14.97
12223 - Nursing Assistant III	16.34
12224 - Nursing Assistant IV	18.34
12235 - Optical Dispenser	19.16
12236 - Optical Technician	19.02
12250 - Pharmacy Technician	19.82
12280 - Phlebotomist	18.20
12305 - Radiologic Technologist	30.93
12311 - Registered Nurse I	26.88
12312 - Registered Nurse II	32.88
12313 - Registered Nurse II, Specialist	32.88
12314 - Registered Nurse III	39.78
12315 - Registered Nurse III, Anesthetist	39.78
12316 - Registered Nurse IV	47.68
12317 - Scheduler (Drug and Alcohol Testing)	26.35
12320 - Substance Abuse Treatment Counselor	25.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.58
13012 - Exhibits Specialist II	21.78

13013 - Exhibits Specialist III	26.63
13041 - Illustrator I	17.58
13042 - Illustrator II	21.78
13043 - Illustrator III	26.63
13047 - Librarian	24.12
13050 - Library Aide/Clerk	14.00
13054 - Library Information Technology Systems Administrator	21.78
13058 - Library Technician	14.76
13061 - Media Specialist I	15.72
13062 - Media Specialist II	17.58
13063 - Media Specialist III	19.59
13071 - Photographer I	16.48
13072 - Photographer II	18.44
13073 - Photographer III	22.84
13074 - Photographer IV	27.94
13075 - Photographer V	33.81
13090 - Technical Order Library Clerk	17.58
13110 - Video Teleconference Technician	15.72
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.17
14042 - Computer Operator II	19.20
14043 - Computer Operator III	21.42
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	26.35
14071 - Computer Programmer I	(see 1) 19.46
14072 - Computer Programmer II	(see 1) 24.12
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.17
14160 - Personal Computer Support Technician	23.79
14170 - System Support Specialist	26.35
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.23
15020 - Aircrew Training Devices Instructor (Rated)	40.20
15030 - Air Crew Training Devices Instructor (Pilot)	48.20
15050 - Computer Based Training Specialist / Instructor	33.23
15060 - Educational Technologist	29.42
15070 - Flight Instructor (Pilot)	48.20
15080 - Graphic Artist	19.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.20
15086 - Maintenance Test Pilot, Rotary Wing	48.20
15088 - Non-Maintenance Test/Co-Pilot	48.20
15090 - Technical Instructor	24.21
15095 - Technical Instructor/Course Developer	29.61
15110 - Test Proctor	19.55
15120 - Tutor	19.55
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	13.02
16030 - Counter Attendant	13.02
16040 - Dry Cleaner	14.87
16070 - Finisher, Flatwork, Machine	13.02
16090 - Presser, Hand	13.02
16110 - Presser, Machine, Drycleaning	13.02
16130 - Presser, Machine, Shirts	13.02
16160 - Presser, Machine, Wearing Apparel, Laundry	13.02
16190 - Sewing Machine Operator	15.49
16220 - Tailor	16.10
16250 - Washer, Machine	13.64
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.73
19040 - Tool And Die Maker	27.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.43
21030 - Material Coordinator	24.15
21040 - Material Expediter	24.15
21050 - Material Handling Laborer	17.58
21071 - Order Filler	17.33
21080 - Production Line Worker (Food Processing)	22.43
21110 - Shipping Packer	20.75
21130 - Shipping/Receiving Clerk	20.75
21140 - Store Worker I	14.13
21150 - Stock Clerk	18.87
21210 - Tools And Parts Attendant	22.43
21410 - Warehouse Specialist	22.43
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.64
23019 - Aircraft Logs and Records Technician	24.26
23021 - Aircraft Mechanic I	29.09
23022 - Aircraft Mechanic II	30.64
23023 - Aircraft Mechanic III	32.17
23040 - Aircraft Mechanic Helper	21.19
23050 - Aircraft, Painter	27.49
23060 - Aircraft Servicer	24.26
23070 - Aircraft Survival Flight Equipment Technician	27.49
23080 - Aircraft Worker	25.87
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.87
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.09
23110 - Appliance Mechanic	24.74
23120 - Bicycle Repairer	22.71
23125 - Cable Splicer	44.79
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	25.87
23160 - Electrician, Maintenance	27.96
23181 - Electronics Technician Maintenance I	24.93
23182 - Electronics Technician Maintenance II	26.48
23183 - Electronics Technician Maintenance III	28.02
23260 - Fabric Worker	24.26
23290 - Fire Alarm System Mechanic	29.09

23310 - Fire Extinguisher Repairer	22.71
23311 - Fuel Distribution System Mechanic	40.82
23312 - Fuel Distribution System Operator	31.88
23370 - General Maintenance Worker	22.20
23380 - Ground Support Equipment Mechanic	29.09
23381 - Ground Support Equipment Servicer	24.26
23382 - Ground Support Equipment Worker	25.87
23391 - Gunsmith I	22.71
23392 - Gunsmith II	25.87
23393 - Gunsmith III	29.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.50
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.97
23430 - Heavy Equipment Mechanic	30.48
23440 - Heavy Equipment Operator	26.82
23460 - Instrument Mechanic	29.09
23465 - Laboratory/Shelter Mechanic	27.49
23470 - Laborer	17.58
23510 - Locksmith	27.49
23530 - Machinery Maintenance Mechanic	28.08
23550 - Machinist, Maintenance	23.87
23580 - Maintenance Trades Helper	21.19
23591 - Metrology Technician I	29.09
23592 - Metrology Technician II	30.64
23593 - Metrology Technician III	32.17
23640 - Millwright	28.40
23710 - Office Appliance Repairer	25.31
23760 - Painter, Maintenance	23.10
23790 - Pipefitter, Maintenance	24.51
23810 - Plumber, Maintenance	23.17
23820 - Pneudraulic Systems Mechanic	29.09
23850 - Rigger	29.09
23870 - Scale Mechanic	25.87
23890 - Sheet-Metal Worker, Maintenance	24.76
23910 - Small Engine Mechanic	21.78
23931 - Telecommunications Mechanic I	28.31
23932 - Telecommunications Mechanic II	29.80
23950 - Telephone Lineman	25.93
23960 - Welder, Combination, Maintenance	23.10
23965 - Well Driller	27.50
23970 - Woodcraft Worker	29.09
23980 - Woodworker	22.71
24000 - Personal Needs Occupations	
24550 - Case Manager	17.49
24570 - Child Care Attendant	12.86
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	17.66
24620 - Family Readiness And Support Services Coordinator	17.49
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.66
25040 - Sewage Plant Operator	26.94
25070 - Stationary Engineer	32.66

25190 - Ventilation Equipment Tender		23.80
25210 - Water Treatment Plant Operator		26.94
27000 - Protective Service Occupations		
27004 - Alarm Monitor		21.87
27007 - Baggage Inspector		17.71
27008 - Corrections Officer		23.10
27010 - Court Security Officer		23.00
27030 - Detection Dog Handler		19.81
27040 - Detention Officer		23.10
27070 - Firefighter		23.19
27101 - Guard I		17.71
27102 - Guard II		19.81
27131 - Police Officer I		25.31
27132 - Police Officer II		28.15
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		17.48
28042 - Carnival Equipment Repairer		18.74
28043 - Carnival Worker		13.49
28210 - Gate Attendant/Gate Tender		25.21
28310 - Lifeguard		13.81
28350 - Park Attendant (Aide)		28.20
28510 - Recreation Aide/Health Facility Attendant		20.58
28515 - Recreation Specialist		34.93
28630 - Sports Official		22.46
28690 - Swimming Pool Operator		21.34
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		25.87
29020 - Hatch Tender		25.87
29030 - Line Handler		25.87
29041 - Stevedore I		24.26
29042 - Stevedore II		27.49
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		17.79
30022 - Archeological Technician II		19.90
30023 - Archeological Technician III		24.66
30030 - Cartographic Technician		24.66
30040 - Civil Engineering Technician		26.75
30051 - Cryogenic Technician I		27.31
30052 - Cryogenic Technician II		30.16
30061 - Drafter/CAD Operator I		17.79
30062 - Drafter/CAD Operator II		19.90
30063 - Drafter/CAD Operator III		22.19
30064 - Drafter/CAD Operator IV		27.31
30081 - Engineering Technician I		17.73
30082 - Engineering Technician II		19.92
30083 - Engineering Technician III		22.28
30084 - Engineering Technician IV		27.60

30085 - Engineering Technician V		33.76
30086 - Engineering Technician VI		40.85
30090 - Environmental Technician		24.12
30095 - Evidence Control Specialist		24.66
30210 - Laboratory Technician		23.77
30221 - Latent Fingerprint Technician I		27.31
30222 - Latent Fingerprint Technician II		30.16
30240 - Mathematical Technician		24.66
30361 - Paralegal/Legal Assistant I		22.88
30362 - Paralegal/Legal Assistant II		28.35
30363 - Paralegal/Legal Assistant III		34.68
30364 - Paralegal/Legal Assistant IV		41.95
30375 - Petroleum Supply Specialist		30.16
30390 - Photo-Optics Technician		24.66
30395 - Radiation Control Technician		30.16
30461 - Technical Writer I		24.78
30462 - Technical Writer II		30.31
30463 - Technical Writer III		36.67
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		27.31
30502 - Weather Forecaster II		33.22
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.19
30621 - Weather Observer, Senior	(see 2)	24.66
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		13.46
31030 - Bus Driver		18.07
31043 - Driver Courier		19.92
31260 - Parking and Lot Attendant		15.37
31290 - Shuttle Bus Driver		16.78
31310 - Taxi Driver		14.43
31361 - Truckdriver, Light		21.35
31362 - Truckdriver, Medium		22.80
31363 - Truckdriver, Heavy		26.73
31364 - Truckdriver, Tractor-Trailer		26.73
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.27
99030 - Cashier		13.93
99050 - Desk Clerk		14.43
99095 - Embalmer		31.00
99130 - Flight Follower		29.28
99251 - Laboratory Animal Caretaker I		15.72
99252 - Laboratory Animal Caretaker II		16.85
99260 - Marketing Analyst		28.79
99310 - Mortician		31.00
99410 - Pest Controller		23.26
99510 - Photofinishing Worker		15.39
99710 - Recycling Laborer		17.80
99711 - Recycling Specialist		20.87
99730 - Refuse Collector		16.10

99810 - Sales Clerk	16.66
99820 - School Crossing Guard	17.68
99830 - Survey Party Chief	21.41
99831 - Surveying Aide	14.11
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	16.02
99841 - Vending Machine Repairer	19.56
99842 - Vending Machine Repairer Helper	16.02

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination). Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

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

The process for preparing a conformance request is as follows:

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

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

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

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