

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0040293313		PAGE OF 1 9	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER F16PX02667		5. SOLICITATION NUMBER F16PS01288	
						6. SOLICITATION ISSUE DATE 08/26/2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Nathan Ellyson		b. TELEPHONE NUMBER 5032316227 (No collect calls)		8. OFFER DUE DATE/LOCAL TIME PD	
9. ISSUED BY FWS, DIVISION OF CONTRACTING AND GE EASTSIDE FEDERAL COMPLEX 911 NE 11TH AVENUE PORTLAND OR 97232-4181				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: 541690 SIZE STANDARD: \$15.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS ACCP		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO FWS SAN FRANCISCO BAY NWRC 1 MARSHLANDS ROAD FREMONT CA 94555		CODE 0008350415		16. ADMINISTERED BY FWS, DIVISION OF CONTRACTING AND GE EASTSIDE FEDERAL COMPLEX 911 NE 11TH AVENUE PORTLAND OR 97232-4181			
17a. CONTRACTOR/ OFFEROR ENVIRONMENTAL POLICY SOLUTIONS, LLC Attn: ATTN GOVERNMENT POC 404 N 19TH ST SAN JOSE CA 95112-1739  TELEPHONE NO. 000-000-0000		CODE 0071381182 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury <a href="http://www.ipp.gov">http://www.ipp.gov</a>			
				CODE IPP INV			
<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			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Account Assignment: K G/L Account: 6100.252U0 Business Area: F000 Commitment Item: 252U00 Cost Center: FF08RSFC00 Functional Area: FRS720100.000000 Fund: XXXF8216CF Fund Center: FF08RSFC00 Project/WBS: FV.RS72010880210 PR Acct Assign Line: 01 Period of Performance: 09/19/2016 to 01/31/2018						
00010	The Contractor shall assist the U.S. Fish and Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						130,000.00
25. ACCOUNTING AND APPROPRIATION DATA 01						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$130,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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 type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Gabrielle Feldman /owner			30c. DATE SIGNED 9/19/16		31b. NAME OF CONTRACTING OFFICER (Type or print) Nathan Ellyson		31c. DATE SIGNED 19 September 2016

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Wildlife Service (Service) in the preparation of a Final Environmental Impact Statement (EIS) and related environmental compliance documents for the proposed South Farallon Islands House Mouse Eradication. Pricing include optional item under Section 5.8 of Attachment #1 - Statement of Work.</p> <p>The total amount of award: \$130,000.00. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 (YY/MM/DD)	42d. TOTAL CONTAINERS

**Clauses/Provisions Incorporated by Reference**

**52.204-13 System for Award Management Maintenance (JUL 2013)**

**52.212-4 Contract Terms and Conditions - Commercial Items. (DEC 2014)**

**52.232-39 Unenforceability of Unauthorized Obligation (JUN 2013)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**

**Clauses/Provisions Incorporated by Full Text**

**DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment 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 Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [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 clause)

**52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015)**

(a) The contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibition and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAR 2015)**

(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 items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☒ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (Oct 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☐ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

☐ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☐ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

☐ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) (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.)

☐ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

☐ (ii) Alternate I (Jun 2014) of 52.223-13.

☐ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

☐ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

☐ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.

[ ] (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[ ] (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[ ] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[ ] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[ ] (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

[ ] (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[ ] (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[ ] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[ ] (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[ ] (ii) Alternate I (Apr 2003) 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 items:

[X] (1) 52.222-41, Service Contract Labor Standards (May 2014) (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) (May 2014) (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) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

[ ] (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

[ ] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

[ ] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

[ ] (10) 52.222-55, Minimum Wages Under Executive Order 13658 Dec 2014)(Executive Order 13658).

(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, 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 (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).



(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) [ ] (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xi) 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.)

(xii) 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)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658).

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

(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):

<http://farsite.hill.af.mil/>

(End of clause)

#### **List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Attachment Title</b>	<b>Number of Pages</b>
1	Statement of Work	12
2	Wage Determinations	10

**STATEMENT OF WORK  
NATIONAL ENVIRONMENTAL POLICY ACT SERVICES for  
SOUTH FARALLON ISLANDS HOUSE MOUSE ERADICATION  
ENVIRONMENTAL IMPACT STATEMENT**

- 1. GENERAL:** The Contractor shall assist the U.S. Fish and Wildlife Service (Service) in the preparation of a Final Environmental Impact Statement (EIS) and related environmental compliance documents for the proposed South Farallon Islands House Mouse Eradication. The Draft EIS was completed in 2013.

**1.1. BACKGROUND:**

- 1.1.1. SITE DESCRIPTION:** The South Farallon Islands are located about 27 miles west of San Francisco, California. The islands encompass 120 acres and are part of the Farallon National Wildlife Refuge (Farallon NWR), managed by the Service, San Francisco Bay National Wildlife Refuge Complex (Complex). The Farallon NWR headquarters is located in Fremont, California.

The Farallon Islands host a unique ecosystem of the Northeast Pacific Ocean. The largest islands of the group, the South Farallon Islands, include two main islands (Southeast Farallon and West End Islands) and several smaller islets. These islands host the largest seabird breeding colony in the contiguous United States, with nearly 300,000 birds of 13 species. Three species have their largest colonies in the world here: ash storm-petrel (*Oceanodroma homochroa*), Brandt's cormorant (*Phalacrocorax penicillatus*) and western gull (*Larus occidentalis*). Five species of marine mammal also occur and breed there regularly. The islands host the endemic Farallon camel cricket (*Farallonophilus cavernicolus*), an endemic subspecies of the arboreal salamander (*Aneides lugubris farallonensis*), and many other species of insects and other invertebrates. The native plant community is unique and is dominated by the maritime goldfield (*Lasthenia maritima*), an annual composite that is endemic to California and Oregon seabird nesting islands.

House mice (*Mus musculus*) are native to Eurasia and were introduced to the South Farallon Islands, probably in the 19th century. The mice are highly invasive, and like thousands of islands worldwide, the South Farallones have experienced considerable ecosystem degradation as a result. On the Farallones, house mice experience strong population cycles: numbers peak in the fall, decline through winter, and are low in spring and summer. In the fall, peak mouse numbers attract migratory burrowing owls (*Athene cunicularia*), which then attempt to overwinter on the islands on a diet of house mice. When the mouse population crashes in winter, owls switch to preying primarily on ash storm-petrels (*Oceanodroma homochroa*), adversely impacting this rare species' population. The invasive mice feed on a variety of items including native insects and other invertebrates, as well as plants and plant seeds, impacting their populations and disrupting the native Farallon ecosystem. Mice feed on the extremely rare and endemic Farallon camel cricket, found nowhere else. The mice

likely suppress native plant populations and spread the seeds of invasive plants. Also, mice likely compete for food with the endemic Farallon arboreal salamander and may even feed on salamander eggs or young.

- 1.1.2. NEPA PROCESS TO DATE: To address impacts from invasive house mice on the Farallon ecosystem, the Service has proposed eradicating the mice. Successful eradications of invasive mice and rats have been conducted on over 500 islands worldwide. The Service, began work on an Environmental Assessment (EA) to develop and analyze alternatives for proposed house mouse eradication from the South Farallon Islands in 2006. After an initial draft was completed, a decision was made to switch from an EA to an EIS based on potential significant impacts to the human environment, including potential public controversy regarding the project. On April 13, 2011, the Service published a Notice of Intent (NOI) to prepare an EIS to analyze and develop alternatives to eradicate house mice from the South Farallon Islands. On May 12, 2011, a public scoping meeting was held to describe the project and take public comments.

On August 16, 2013, the Service's Farallon NWR published a draft Environmental Impact Statement titled South Farallon Islands Invasive House Mouse Eradication Project: Draft Environmental Impact Statement (DEIS). A slightly revised version was released on October 25, 2013. In the DEIS, the Service considered three alternatives to address the problem of invasive mice on the South Farallones, with no preferred alternative identified:

Alternative A: No Action, which would allow house mice to remain on the South Farallon Islands to continue to negatively impact storm-petrels and other native and endemic species of the islands;

Alternative B: Eradicate invasive house mice from the South Farallon Islands by aerial broadcast of rodent bait containing Brodifacoum-25D Conservation as the primary method of bait delivery; and

Alternative C: Eradicate invasive house mice from the South Farallon Islands by aerial broadcast of rodent bait containing Diphacinone-50 Conservation as the primary method of bait delivery.

The DEIS outlined the proposed methods for house mouse management for each action alternative and analyzed the potential impacts to each of the three alternatives on the affected environment including fish, wildlife, plants, soil, water, wilderness, recreation, commercial enterprise, and others. The public comment period ended December 9, 2013. Over 550 correspondences were received, including 212 People for the Ethical Treatment of Animals call to action letters (duplicated) and two petitions opposing the project : one from Wildcare, and another from Change.org that was initiated by a private citizen. Following the comment period, a preliminary assessment of comments was conducted, but due to funding constraints, the EIS has not been finalized. Thus, the Service has a need

to complete the process of analyzing and responding to public comments on the DEIS, conduct additional research (e.g., literature searches, interviews with experts or environmental compliance agency staff) to close information gaps, conduct additional analyses of potential impacts to the human environment, as well as a need to make appropriate revisions to the EIS. The Service will also need to prepare a Record of Decision.

2. **AUTHORITIES:** This agreement is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c; and the Fish and Wildlife Act of 1956 16 U.S.C. 742a-742j.
3. **PURPOSE AND NEED:** The purpose of this EIS is to present a range of alternatives to meet the Service's management goal of eradicating invasive house mice from the Farallon NWR in order to eliminate their negative impacts on seabirds and other native species of the Farallon Islands. The need of this EIS is to comply with the 2009 Farallon NWR Comprehensive Conservation Plan (CCP) which provided that the Service should, within five years of the completion of the CCP, develop a plan to reduce the impacts of non-native species on the islands' ecosystem. To implement this goal, the CCP determined that the Service would, "develop and implement a plan to eradicate the non-native house mouse and prevent future human introductions of mice."

It is anticipated that the complete removal of mice from the South Farallon Islands would allow many of the island's natural ecosystem processes to be restored. The following benefits to the Farallon Islands ecosystem are anticipated as a consequence of eradicating house mice:

- 3.1. **Seabirds:** Nesting seabirds are expected to benefit as a consequence of improved survivorship. In particular, eradicating house mice is expected to result in increased populations of at least two seabird species, the ash storm-petrel (Figure 1.1) and Leach's storm-petrel (*Oceanodroma leucorhoa*), by reducing the numbers of overwintering burrowing owls and resulting owl predation on storm-petrels.
- 3.2. **SALAMANDERS:** The endemic Farallon arboreal salamander *is anticipated to benefit from* the removal of a likely competitor for invertebrate prey and a potential predator of salamander eggs and juveniles.
- 3.3. **INVERTEBRATES:** Native invertebrates of the South Farallon Islands, including the endemic Farallon camel cricket (*Farallonophilus cavernicolus*), are expected to benefit from reduced predation pressure from invasive mice and other predators attracted to the islands by the mice, such as burrowing owls.
- 3.4. **PLANTS:** Native plants stand to benefit as a consequence of reduced seed and seedling predation by mice.
- 3.5. **PINNIPEDS:** Marine mammals may benefit as a result of removing house mice, which are known vectors of pathogens that affect marine mammals.

- 3.6. **BURROWING OWLS:** Migrant burrowing owls stop at the islands each autumn. Attracted by the abundance of mice present in autumn, each year several owls remain through the winter or spring. In winter, after the mouse population crashes and storm-petrels begin arriving back at the island for breeding activities, owls switch their diet to feed primarily on rare ashy storm-petrels; this adversely affects storm-petrel populations. In addition to storm-petrels, terrestrial insects are also consumed. The loss of mice as a food resource would greatly reduce the suitability of the Farallon Islands as a wintering ground for burrowing owls, reducing or eliminating the combined adverse impacts of owls and mice on storm-petrels.

4. **PROJECT GOALS AND OBJECTIVES:** In order to support the Service's goals for this project, the Service needs to procure a contract with an entity with demonstrated background, knowledge, and experience necessary to assist the Service with finalizing the EIS and other applicable regulatory compliance for the proposed Farallon house mouse eradication project so that a Record of Decision can be obtained. This will include analyzing public comments received on the DEIS and preparing draft responses for the Service's review, advising the Service on whether additional analyses should be conducted to support the EIS, identifying whether there are any information gaps in the EIS and assisting in the resolution of such gaps, revising the EIS, finalizing the EIS, preparing a draft Record of Decision as directed by the Service, and preparing documentation and permit applications for other regulatory compliance (depending upon the alternative chosen).
5. **DELIVERABLES:** The successful Contractor shall assist the Service with development of a final EIS (FEIS) for eradication of house mice from the South Farallon Islands that is technically and legally defensible and in full compliance with the requirements of NEPA (42 U.S.C. 4321 et seq.); the Council on Environmental Quality Regulations (CEQ; 40 CFR §1500-1508); and the Service NEPA Handbook.

The Contractor shall furnish all personnel, equipment, supervision, supplies, and incidentals except those indicated as Government-furnished, to perform all work necessary to complete the work in accordance with the contract. The Contractor shall be responsible for transportation costs/arrangements for essential Contractor staff to attend meetings associated with this contract.

Specifically, the Contractor must perform the following tasks:

- 5.1. **SCOPING REPORT:** The Contractor shall prepare and administrative final of the Government-furnished draft EIS scoping report.
- 5.2. **ANALYSES OF PUBLIC COMMENTS AND OTHER INFORMATION:**
- 5.2.1. The Contractor shall conduct analyses of public comments received on the DEIS and prepare a comment summary report. The Contractor shall submit the draft comment summary report to the Service's Contracting Officer's Technical Representative (COTR) for review and comment by the COTR and Interdisciplinary Team. At the direction of the COTR, the Contractor shall

incorporate the review comments into the report and finalize the report. Development of the report shall be consistent with 40 CFR Part 1503.4 and the Service's Handbook for NEPA on National Wildlife Refuges.

- 5.2.2. At the direction of the COTR, the Contractor shall conduct analyses of potential impacts of each of the alternatives to the affected environment based on the review of public comments, new studies or other new information (obtained as a deliverable of this statement of work and Government-furnished information). Examples of possible additional analyses include potential impacts to salamanders and potential impacts to commercial and recreational fisheries. Other information to be incorporated may include revised, government-furnished project reports or newly published literature (government or contractor-furnished).
- 5.3. **REVISE EIS BASED ON PUBLIC COMMENTS AND OTHER INFORMATION:** The Contractor shall revise the EIS to incorporate applicable public or agency comments, new information and analyses, and other applicable information obtained by the Contractor or government-furnished. For each revision or as directed by the COTR, analysis provided under this scope shall be supported with appropriate technical citations by peer reviewed scientific literature; non-peer reviewed literature may be substituted when peer-reviewed literature is not available.
  - 5.3.1. The contractor shall prepare a Preliminary Administrative Draft Final EIS (FEIS) to the COTR for review and comment by the COTR and Interdisciplinary Team, formatted consistent with the Council on Environmental Quality's regulations for implementing NEPA and instructions provided by the COTR.
  - 5.3.2. The contractor shall prepare an Administrative Draft Final EIS (FEIS) to the COTR for review and comment by the COTR and Interdisciplinary Team, formatted consistent with the Council on Environmental Quality's regulations for implementing NEPA and instructions provided by the COTR.
  - 5.3.3. The Contractor shall prepare an Administrative t Final EIS deliverable, formatted consistent with the Council on Environmental Quality's regulations for implementing NEPA and instructions provided by the COTR.
  - 5.3.4. The contractor shall prepare an Administrative Draft Record of Decision, formatted consistent with the Council on Environmental Quality's regulations for implementing NEPA and instructions provided by the COTR.
  - 5.3.5. The Contractor shall submit a list of references (technical reference list) to support the technical citations that are used in the EIS as a part of this scope, and a PDF of each document cited.
- 5.4. **MAILING LIST:** The contractor shall maintain, compile, and deliver a project mailing list following instructions provided by the COTR. The mailing will include and identify members of the interdisciplinary team, other project partners, applicable

regulatory agency contacts, and interested members of the public. An updated electronic mailing list will be delivered to the COTR on a quarterly basis, and a final mailing list will be delivered at the conclusion of the contract.

5.5. ADMINISTRATIVE RECORD:

- 5.5.1. The Contractor shall compile, maintain and deliver the Administrative Record for the project according to protocols provided by the Service.
- 5.5.2. The Contractor shall compile an Index according to protocols provided by the Service.
- 5.5.3. The Contractor shall deliver portions of the Administrative Record on a quarterly basis, to include all records accrued for the quarter.
- 5.5.4. At the conclusion of the NEPA process, the Contractor shall complete the compilation of the Administrative Record.
- 5.5.5. The Contractor shall deliver all Administrative Record materials, including all documents and Index, on three DVDs to the COTR.

5.6. MEETINGS:

- 5.6.1. The Contractor shall prepare schedules, agendas, minutes, presentations and other informational materials as requested by the COTR for meetings with Service staff, project partners, cooperating or other agencies, interested organizations and members of the public, as applicable.
- 5.6.2. The Contractor shall attend and participate in up to ten all-day meetings associated with the project, as requested. The majority of meetings will be held at the San Francisco Bay National Wildlife Refuge Complex headquarters in Fremont, California. Most other meetings will occur at various other locations within the Greater San Francisco Bay Area. A small number of meetings (up to three) may require travel beyond the Greater San Francisco Bay Area. In-person meetings will be held with Service staff or the Interdisciplinary Team at least every two months or more frequently as needed, up to once each month. The Contractor shall be available for additional meetings by teleconference, as determined necessary by the COTR.

5.7. NOTIFICATION OF DEVELOPMENTS: Notify the COTR of developments that have a significant impact on activities and schedule covered by this agreement.

5.8. OPTION CLIN 00020: ADDITIONAL REGULATORY COMPLIANCE: If an action alternative is selected in the FEIS, the proposed mouse eradication would be carried out in compliance with all applicable Federal and state laws and regulations. The Contractor will be responsible for preparing all necessary compliance

documentation including, but not limited to those listed below unless otherwise agreed upon in writing by the Contracting Officer. The compliance documentation will be reviewed and approved by the COTR. Unless a different time frame is specified by the Contracting Officer, the Contractor shall submit the compliance documentation deliverables to coincide with the administrative draft of the FEIS. The Contractor shall prepare permit applications and additional compliance documents for:

- 5.8.1. Consistency Determination under the Coastal Zone Management Act.
- 5.8.2. Application for Manager's Authorization from Greater Farallones National Marine Sanctuary.
- 5.8.3. Applications for incidental take of migratory birds (under the Migratory Bird Treaty Act).
- 5.8.4. Application for National Pollution Discharge Elimination System individual permit (under the Clean Water Act).
- 5.8.5. Application for marine mammal Incidental Harassment Authorization (under the Marine Mammal Protection Act).
- 5.8.6. Documentation to obtain a Pesticide Use Permit from the Service.
- 5.8.7. Documentation to support a Biological Opinion under the Endangered Species Act.
- 5.8.8. Documentation to support authorization under the National Historic Preservation Act (Section 106).
- 5.8.9. Documentation to support authorization under the Federal Insecticide, Fungicide and Rodenticide Act.
- 5.8.10. Other regulatory compliance as it may arise, as directed by the Contracting Officer.

Any future deviations from the procedures or objectives specified in this purchase order must be presented to and approved by the Contracting Officer for specific approval before implementation.

- 6. SCHEDULE:** This schedule may require modifications due to delays (or advance) in obtaining expected new information considered pertinent to the NEPA process, delays due to unavailability of critical Service or Interdisciplinary Team staff, completion of tasks prior to due dates, or other factors beyond the control of the Contractor. Updates to the schedule will be done regularly as needed.



- 6.1. **INITIAL PROJECT COORDINATION:** The Contractor shall assign a Project Planner within seven (7) days of the purchase order award. All tasks will be completed with oversight from the COTR. Within seven (7) days of award, the Project Planner shall coordinate via telephone with the COTR to discuss the project schedule and to arrange to receive the Government furnished materials necessary to allow the Project Planner to develop a basic understanding of the Refuge and the mouse eradication NEPA process to date, as determined by the COTR.

A planning initiation meeting will be held with the COTR and Interdisciplinary Team within 4 weeks of award. The purpose of the initiation meeting is to clarify the project deliverables; to discuss the overall planning process; to acquaint the Contractor with the Interdisciplinary Team; to answer questions about the management alternatives analyzed in the DEIS; to review public comments received on the DEIS, and to provide other relevant information needed to begin work on the FEIS. Prior to the planning initiation meeting, through review of the Government furnished materials, the Contractor shall have developed a basic understanding of the Refuge, the mouse eradication NEPA process, and proposed management alternatives, and shall be prepared to discuss the EIS.

- 6.2. **PRELIMINARY ADMINISTRATIVE DRAFT PUBLIC COMMENT SUMMARY REPORT:** Within 45 days of receipt of the award, the contractor shall submit the preliminary administrative draft public comment summary report deliverable.
- 6.3. **ADMINISTRATIVE DRAFT PUBLIC COMMENT SUMMARY REPORT:** Within 30 calendar days of receipt of comments and instructions on the Preliminary Administrative Draft Public Comment Summary Report, the Contractor shall address and incorporate the Government's comments and instructions and submit the Administrative Draft Public Comment Summary Report deliverable, to include the Government's responses to comments.
- 6.4. **ADMINISTRATIVE FINAL PUBLIC COMMENT SUMMARY:** Within 30 calendar days of receipt of comments and instructions on the Administrative Draft Public Comment Summary Report, the Contractor shall address and incorporate the Government's comments and instructions and submit the Administrative Final Public Comment Summary Report deliverable, to include the Government's responses to comments.
- 6.5. **REVISED ADMINISTRATIVE DRAFT PUBLIC SCOPING SUMMARY REPORT:** Within 60 days of the award, the contractor shall submit the revised administrative draft public scoping summary report deliverable (government-furnished preliminary report supplied previously).
- 6.6. **ADMINISTRATIVE FINAL PUBLIC SCOPING SUMMARY REPORT:** Within 30 calendar days of receipt of comments and instructions on the Revised Administrative Draft Public Scoping Summary Report, the Contractor shall address and incorporate

- the Government's comments and instructions and submit the Administrative Final Public Scoping Summary Report deliverable.
- 6.7. **ADDITIONAL RESEARCH AND ANALYSES:** The Service, Interdisciplinary Team, and the Contractor will conduct additional research (e.g., literature searches) and/or meet with experts, other agency staff, and potentially affected members of the public to gather additional information to close information gaps. Contractor incorporates updated information into analyses of alternatives. This will be ongoing until the Administrative FEIS is completed.
  - 6.8. **PRELIMINARY ADMINISTRATIVE DRAFT FINAL EIS:** Within 60 calendar days of award of the Service's decision on a preferred alternative and instructions on how to proceed, contractor submits the Preliminary Administrative Draft Final EIS deliverables.
  - 6.9. **ADMINISTRATIVE DRAFT FINAL EIS:** Within 45 calendar days of receipt of review comments on the Preliminary Administrative Draft Final EIS, the Contractor shall address and incorporate the Government's review comments and submit the Administrative Draft Final EIS deliverables.
  - 6.10. **ADMINISTRATIVE FINAL EIS:** Within 30 calendar days of receipt of review comments on the Preliminary Administrative Draft Final EIS, the Contractor shall address and incorporate the Government's review comments and submit the Administrative Final EIS deliverables.
  - 6.11. **ADMINISTRATIVE DRAFT RECORD OF DECISION:** Within 14 calendar days of receipt of instructions from the COTR, submit an Administrative Draft Record of Decision.
  - 6.12. **MEETING AGENDAS:** Unless instructed otherwise by the COR, submit draft meeting agendas no later than five working days prior to scheduled meetings for review by the COTR and the Interdisciplinary Team, as applicable. After incorporating comments, submit a final agenda to the COTR and other invitees by close of business the day prior to the meeting.
  - 6.13. **MEETING MINUTES:** Unless instructed otherwise by the COTR, submit draft meeting minutes no later than five working days following scheduled meetings for review by the COR and the Interdisciplinary Team, as applicable. Within 5 working days of receipt of comments, submit final meeting minutes.
  - 6.14. **ADMINISTRATIVE RECORD AND MAILING LIST:** Throughout the duration of the contract, the contractor is responsible for organizing and compiling all materials in the contractor's possession that could become part of the administrative record for the EIS process. Portions of the administrative record and mailing list will be delivered to the COTR on a quarterly basis with the following quarterly periods: January – March; April – June; July – September; and October – December. Within

30 calendar days of submitting the Administrative Final EIS deliverables, contractor delivers any outstanding Administrative Record materials and the project mailing list.

- 7. DELIVERABLES FORMAT:** The format of deliverables shall fully comply with the draft planning Chapter of the Service's (FWS) Manual. All deliverables except the Administrative Record and Mailing List shall be submitted to the Technical Coordinator in the following formats:

- 7.1. One (1) master (editable) in MS Word or compatible format suitable for editing.
- 7.2. One (1) duplicate master in Adobe Acrobat (PDF) format suitable for printing or copying.

Instructions for deliverable format of the Administrative Record and Mailing List will be provided following the Notice to Proceed.

- 8. PLACE/DELIVERY AND PERIOD OF PERFORMANCE:** No site visits are required. The work shall be conducted at Contractor's place of business. The period of performance for this task order is from the date of award through January 31, 2018.

- 9. INSPECTION AND ACCEPTANCE:** The deliverables shall be consistent with the format and content specified in the draft planning chapter for the Service Manual and Service's graphic standards. The documents shall be no longer than necessary to concisely address required contents, extensively use references to documents already in existence, describe which resources are eliminated from detailed analysis and why, focus on resources affected by the proposed action, and be written so that the layperson can understand the documents. The use of technical jargon shall be minimized. Technical data shall be provided in appendices if needed for the reader's understanding, or shall be available from the Service if requested. The Contractor is encouraged to submit products (or sections of products), as they are completed, to the Technical Coordinator prior to the deadlines.

- 10. GOVERNMENT FURNISHED EQUIPMENT OR MATERIALS/ INFORMATION:**  
The government will:

- 10.1. Provide overall project management for the EIS process, as well as oversight and guidance to the Contractor on this project.
- 10.2. Provide an electronic copy of the public DEIS, including appendices.
- 10.3. Provide an electronic copy of all public comments received on the DEIS.
- 10.4. Provide an electronic copy of public scoping comments received and draft public scoping report.

- 10.5. Provide existing environmental compliance documents, Farallon NWR Comprehensive Conservation Plan, resource survey reports, and other available literature, as determined by the COTR.
- 10.6. Conduct public or interagency meetings.
- 10.7. Prepare all required Federal Register Notices.
- 10.8. Manage all printing requirements for public distribution documents.
- 10.9. Provide a current project mailing list of names and contact information of Interdisciplinary Team members, cooperating agency staff, other regulatory agency staff (when known); and the interested public.
- 10.10. Provide technical expertise as it relates to the federally listed species, migratory birds, and other natural resources of the South Farallon Islands.
- 10.11. Serve as the lead agency for the National Environmental Policy Act (NEPA) compliance. Provide a NEPA expert to liaise with the contractor and provide timely response to questions about process and content.
- 10.12. Throughout the NEPA process, maintain primary decision-making responsibility for the content of the EIS and independently evaluate information and analyses submitted by the contractor.
- 10.13. Oversee the environmental analysis through a Service Interdisciplinary Team which will provide guidance to the contractor regarding the issues and alternatives to be addressed as part of the EIS.
- 10.14. Review administrative drafts of the public comment summary report and public scoping summary report and provide comments within 30 calendar days of receipt. Make final determinations on the inclusion or deletion of material from such documents.
- 10.15. Provide the Contractor with the list of resources that shall be analyzed by the Contractor in the FEIS.
- 10.16. Review preliminary draft materials from portions of the FEIS as necessary and agreed upon by the Service, and provide comments within 30 calendar days.
- 10.17. Review of Preliminary Administrative Draft FEIS and Administrative Draft FEIS and provide comments within 60 calendar days of receipt. Make final determinations on the inclusion or deletion of material from the FEIS.
- 10.18. Choose a preferred alternative.
- 10.19. Prepare a Minimum Requirements Analysis under the National Wilderness Act.

- 10.20. Direct the contractor on protocols for compiling, maintaining and delivering the Administrative Record for the project and directions for other record keeping practices

## **11. SPECIAL CONSIDERATIONS:**

- 11.1. **CONFIDENTIALITY:** Government furnished materials, Contractor work products, deliverables, and information regarding this project shall not be disclosed outside the Contractor's work team and are the property of the U.S. Government. The Contractor, its work team, and employees shall maintain the aforementioned documents and information pertaining to this project as confidential.
- 11.2. **WITHIN-SCOPE ALTERATIONS:** The Government reserves the right at its option to further define the focus of work in order to meet the requirements of NEPA, the National Wildlife Refuge Improvement Act of 1997 and associated environmental laws and procedures. Any alterations to the scope of this requirement will be made by a warranted Contracting Officer.
- 11.3. **REPRESENTATION OF THE GOVERNMENT:** All product(s) resulting from services provided to the Government by the Contractor or his/her sub consultants as a result of this contract become the sole property of the U.S. Government. Under this context and the provisions of the Government Printing and Binding Regulation of the Joint Committee Printing of the Congress of the United States, April 1977, Title III, Section 13, paragraphs 13, 14, and 15, the use of "logos" and Contractor's identification on individual plates or in places other than those accepted and in the proper format, contained in documents submitted to the U.S. Government for final approval are unacceptable.

- 12. ADDITIONAL INFORMATION:** The Revised DEIS, supporting documents, and public comments are available at <http://www.regulations.gov>. In the Search box, enter FWS-R8-NWRS-2013-0036, which is the docket number for this notice. Then, click on Open Docket Folder to access links to the DEIS and associated documents.

WD 15-5623 (Rev.-1) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/28/2016

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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
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5623 Revision No.: 1 Date Of Revision: 06/20/2016
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 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 calendar year 2016. The EO minimum wage rate will be adjusted annually. 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).

State: California

Area: California Counties of Alameda, Contra Costa

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.92
01012 - Accounting Clerk II		20.12
01013 - Accounting Clerk III		22.50
01020 - Administrative Assistant		31.40
01035 - Court Reporter		31.14
01041 - Customer Service Representative I		16.24
01042 - Customer Service Representative II		18.26
01043 - Customer Service Representative III		19.93
01051 - Data Entry Operator I		16.57
01052 - Data Entry Operator II		18.08
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		15.37
01090 - Duplicating Machine Operator		15.37
01111 - General Clerk I		15.87
01112 - General Clerk II		17.31
01113 - General Clerk III		19.97
01120 - Housing Referral Assistant		28.83
01141 - Messenger Courier		15.43
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		19.80
01262 - Personnel Assistant (Employment) II		22.18
01263 - Personnel Assistant (Employment) III		24.69
01270 - Production Control Clerk		28.05
01290 - Rental Clerk		18.47
01300 - Scheduler, Maintenance		23.12
01311 - Secretary I		23.12
01312 - Secretary II		25.86
01313 - Secretary III		28.83
01320 - Service Order Dispatcher		24.26
01410 - Supply Technician		31.40
01420 - Survey Worker		24.78
01460 - Switchboard Operator/Receptionist		17.21

01531 - Travel Clerk I	15.41
01532 - Travel Clerk II	17.34
01533 - Travel Clerk III	19.53
01611 - Word Processor I	20.77
01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.75
05010 - Automotive Electrician	24.95
05040 - Automotive Glass Installer	21.76
05070 - Automotive Worker	24.96
05110 - Mobile Equipment Servicer	21.71
05130 - Motor Equipment Metal Mechanic	26.06
05160 - Motor Equipment Metal Worker	23.84
05190 - Motor Vehicle Mechanic	26.07
05220 - Motor Vehicle Mechanic Helper	20.54
05250 - Motor Vehicle Upholstery Worker	22.78
05280 - Motor Vehicle Wrecker	23.84
05310 - Painter, Automotive	24.96
05340 - Radiator Repair Specialist	23.84
05370 - Tire Repairer	17.31
05400 - Transmission Repair Specialist	26.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.83
07041 - Cook I	16.43
07042 - Cook II	18.65
07070 - Dishwasher	11.28
07130 - Food Service Worker	11.00
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	11.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.13
09040 - Furniture Handler	15.26
09080 - Furniture Refinisher	21.13
09090 - Furniture Refinisher Helper	17.41
09110 - Furniture Repairer, Minor	19.28
09130 - Upholsterer	21.15
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.97
11060 - Elevator Operator	14.75
11090 - Gardener	23.78
11122 - Housekeeping Aide	14.89
11150 - Janitor	14.89
11210 - Laborer, Grounds Maintenance	18.29
11240 - Maid or Houseman	14.08
11260 - Pruner	17.19
11270 - Tractor Operator	21.58
11330 - Trail Maintenance Worker	18.29
11360 - Window Cleaner	16.39
12000 - Health Occupations	
12010 - Ambulance Driver	23.48
12011 - Breath Alcohol Technician	25.83
12012 - Certified Occupational Therapist Assistant	28.52
12015 - Certified Physical Therapist Assistant	30.73
12020 - Dental Assistant	21.98
12025 - Dental Hygienist	50.14
12030 - EKG Technician	30.35
12035 - Electroneurodiagnostic Technologist	30.35
12040 - Emergency Medical Technician	23.48
12071 - Licensed Practical Nurse I	24.53
12072 - Licensed Practical Nurse II	27.47
12073 - Licensed Practical Nurse III	30.62
12100 - Medical Assistant	21.00
12130 - Medical Laboratory Technician	25.14
12160 - Medical Record Clerk	23.10

12190 - Medical Record Technician	25.93
12195 - Medical Transcriptionist	20.55
12210 - Nuclear Medicine Technologist	50.49
12221 - Nursing Assistant I	13.66
12222 - Nursing Assistant II	15.35
12223 - Nursing Assistant III	16.75
12224 - Nursing Assistant IV	18.81
12235 - Optical Dispenser	21.80
12236 - Optical Technician	18.22
12250 - Pharmacy Technician	22.46
12280 - Phlebotomist	20.12
12305 - Radiologic Technologist	38.73
12311 - Registered Nurse I	43.85
12312 - Registered Nurse II	53.66
12313 - Registered Nurse II, Specialist	53.66
12314 - Registered Nurse III	64.90
12315 - Registered Nurse III, Anesthetist	64.90
12316 - Registered Nurse IV	77.80
12317 - Scheduler (Drug and Alcohol Testing)	36.68
12320 - Substance Abuse Treatment Counselor	19.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.45
13012 - Exhibits Specialist II	31.05
13013 - Exhibits Specialist III	37.98
13041 - Illustrator I	24.07
13042 - Illustrator II	29.81
13043 - Illustrator III	36.48
13047 - Librarian	35.64
13050 - Library Aide/Clerk	20.80
13054 - Library Information Technology Systems Administrator	31.06
13058 - Library Technician	26.04
13061 - Media Specialist I	22.42
13062 - Media Specialist II	25.08
13063 - Media Specialist III	27.96
13071 - Photographer I	20.39
13072 - Photographer II	22.81
13073 - Photographer III	28.23
13074 - Photographer IV	34.56
13075 - Photographer V	39.08
13090 - Technical Order Library Clerk	20.93
13110 - Video Teleconference Technician	24.19
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.80
14042 - Computer Operator II	22.18
14043 - Computer Operator III	24.69
14044 - Computer Operator IV	27.43
14045 - Computer Operator V	30.39
14071 - Computer Programmer I	(see 1) 27.62
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	19.80
14160 - Personal Computer Support Technician	27.43
14170 - System Support Specialist	37.37
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.80
15020 - Aircrew Training Devices Instructor (Rated)	44.51
15030 - Air Crew Training Devices Instructor (Pilot)	53.36
15050 - Computer Based Training Specialist / Instructor	36.97
15060 - Educational Technologist	32.97
15070 - Flight Instructor (Pilot)	53.36



15080 - Graphic Artist	31.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.12
15086 - Maintenance Test Pilot, Rotary Wing	44.12
15088 - Non-Maintenance Test/Co-Pilot	44.12
15090 - Technical Instructor	31.31
15095 - Technical Instructor/Course Developer	38.30
15110 - Test Proctor	25.27
15120 - Tutor	25.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.78
16030 - Counter Attendant	11.78
16040 - Dry Cleaner	15.67
16070 - Finisher, Flatwork, Machine	11.78
16090 - Presser, Hand	11.78
16110 - Presser, Machine, Drycleaning	11.78
16130 - Presser, Machine, Shirts	11.78
16160 - Presser, Machine, Wearing Apparel, Laundry	11.78
16190 - Sewing Machine Operator	16.32
16220 - Tailor	16.97
16250 - Washer, Machine	13.21
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.02
19040 - Tool And Die Maker	26.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.50
21030 - Material Coordinator	26.53
21040 - Material Expediter	26.53
21050 - Material Handling Laborer	16.69
21071 - Order Filler	15.60
21080 - Production Line Worker (Food Processing)	20.50
21110 - Shipping Packer	17.51
21130 - Shipping/Receiving Clerk	17.51
21140 - Store Worker I	15.06
21150 - Stock Clerk	20.73
21210 - Tools And Parts Attendant	20.50
21410 - Warehouse Specialist	20.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.62
23019 - Aircraft Logs and Records Technician	25.45
23021 - Aircraft Mechanic I	30.09
23022 - Aircraft Mechanic II	31.62
23023 - Aircraft Mechanic III	32.97
23040 - Aircraft Mechanic Helper	22.12
23050 - Aircraft, Painter	28.53
23060 - Aircraft Servicer	25.45
23070 - Aircraft Survival Flight Equipment Technician	28.53
23080 - Aircraft Worker	27.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.01
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.09
23110 - Appliance Mechanic	24.30
23120 - Bicycle Repairer	17.77
23125 - Cable Splicer	33.90
23130 - Carpenter, Maintenance	28.69
23140 - Carpet Layer	27.60
23160 - Electrician, Maintenance	37.92
23181 - Electronics Technician Maintenance I	32.62
23182 - Electronics Technician Maintenance II	34.46
23183 - Electronics Technician Maintenance III	36.34
23260 - Fabric Worker	26.60
23290 - Fire Alarm System Mechanic	27.07
23310 - Fire Extinguisher Repairer	25.65
23311 - Fuel Distribution System Mechanic	32.92
23312 - Fuel Distribution System Operator	26.37

23370 - General Maintenance Worker	22.50
23380 - Ground Support Equipment Mechanic	30.09
23381 - Ground Support Equipment Servicer	25.45
23382 - Ground Support Equipment Worker	27.01
23391 - Gunsmith I	25.65
23392 - Gunsmith II	29.11
23393 - Gunsmith III	32.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.32
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	29.77
23430 - Heavy Equipment Mechanic	33.72
23440 - Heavy Equipment Operator	34.55
23460 - Instrument Mechanic	35.24
23465 - Laboratory/Shelter Mechanic	30.71
23470 - Laborer	16.00
23510 - Locksmith	23.61
23530 - Machinery Maintenance Mechanic	30.15
23550 - Machinist, Maintenance	27.28
23580 - Maintenance Trades Helper	17.19
23591 - Metrology Technician I	35.24
23592 - Metrology Technician II	37.04
23593 - Metrology Technician III	38.61
23640 - Millwright	32.53
23710 - Office Appliance Repairer	23.42
23760 - Painter, Maintenance	23.50
23790 - Pipefitter, Maintenance	33.96
23810 - Plumber, Maintenance	32.20
23820 - Pneudraulic Systems Mechanic	32.43
23850 - Rigger	32.52
23870 - Scale Mechanic	29.11
23890 - Sheet-Metal Worker, Maintenance	31.09
23910 - Small Engine Mechanic	20.20
23931 - Telecommunications Mechanic I	30.09
23932 - Telecommunications Mechanic II	31.63
23950 - Telephone Lineman	29.06
23960 - Welder, Combination, Maintenance	24.28
23965 - Well Driller	32.34
23970 - Woodcraft Worker	32.34
23980 - Woodworker	24.48
24000 - Personal Needs Occupations	
24550 - Case Manager	19.02
24570 - Child Care Attendant	13.57
24580 - Child Care Center Clerk	16.04
24610 - Chore Aide	11.44
24620 - Family Readiness And Support Services Coordinator	19.02
24630 - Homemaker	18.35
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	40.31
25040 - Sewage Plant Operator	36.07
25070 - Stationary Engineer	40.31
25190 - Ventilation Equipment Tender	29.46
25210 - Water Treatment Plant Operator	36.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	32.87
27007 - Baggage Inspector	14.34
27008 - Corrections Officer	38.39
27010 - Court Security Officer	39.43
27030 - Detection Dog Handler	30.14
27040 - Detention Officer	38.39
27070 - Firefighter	39.82
27101 - Guard I	14.34
27102 - Guard II	30.14
27131 - Police Officer I	42.92

27132 - Police Officer II	47.61
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.17
28042 - Carnival Equipment Repairer	16.16
28043 - Carnival Worker	10.77
28210 - Gate Attendant/Gate Tender	18.04
28310 - Lifeguard	13.82
28350 - Park Attendant (Aide)	20.19
28510 - Recreation Aide/Health Facility Attendant	15.30
28515 - Recreation Specialist	19.18
28630 - Sports Official	15.85
28690 - Swimming Pool Operator	21.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.10
29020 - Hatch Tender	29.10
29030 - Line Handler	29.10
29041 - Stevedore I	27.42
29042 - Stevedore II	30.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.02
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.16
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.80
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	31.70
30051 - Cryogenic Technician I	27.73
30052 - Cryogenic Technician II	30.63
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	27.51
30095 - Evidence Control Specialist	25.04
30210 - Laboratory Technician	23.92
30221 - Latent Fingerprint Technician I	35.11
30222 - Latent Fingerprint Technician II	38.78
30240 - Mathematical Technician	35.89
30361 - Paralegal/Legal Assistant I	23.52
30362 - Paralegal/Legal Assistant II	29.13
30363 - Paralegal/Legal Assistant III	35.65
30364 - Paralegal/Legal Assistant IV	43.11
30375 - Petroleum Supply Specialist	30.63
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	30.63
30461 - Technical Writer I	27.03
30462 - Technical Writer II	33.06
30463 - Technical Writer III	40.01
30491 - Unexploded Ordnance (UXO) Technician I	26.92
30492 - Unexploded Ordnance (UXO) Technician II	32.56
30493 - Unexploded Ordnance (UXO) Technician III	39.03
30494 - Unexploded (UXO) Safety Escort	26.92
30495 - Unexploded (UXO) Sweep Personnel	26.92
30501 - Weather Forecaster I	27.73
30502 - Weather Forecaster II	33.73
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 27.82
30621 - Weather Observer, Senior	(see 2) 30.90

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	15.85
31030 - Bus Driver	22.03
31043 - Driver Courier	17.77
31260 - Parking and Lot Attendant	12.24
31290 - Shuttle Bus Driver	19.22
31310 - Taxi Driver	13.64
31361 - Truckdriver, Light	19.22
31362 - Truckdriver, Medium	20.55
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	12.06
99050 - Desk Clerk	13.67
99095 - Embalmer	25.13
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	14.94
99252 - Laboratory Animal Caretaker II	16.16
99260 - Marketing Analyst	38.53
99310 - Mortician	29.47
99410 - Pest Controller	18.10
99510 - Photofinishing Worker	17.25
99710 - Recycling Laborer	26.75
99711 - Recycling Specialist	30.45
99730 - Refuse Collector	24.06
99810 - Sales Clerk	15.51
99820 - School Crossing Guard	14.18
99830 - Survey Party Chief	34.67
99831 - Surveying Aide	20.88
99832 - Surveying Technician	30.51
99840 - Vending Machine Attendant	16.67
99841 - Vending Machine Repairer	19.22
99842 - Vending Machine Repairer Helper	16.67

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial 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: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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)).