

**SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY**  
**SERVICE CONTRACT**  
*by and between*

Company  
Street or PO Address  
City, State Zip Code

South Dakota Science and Technology Authority  
630 East Summit Street  
Lead, SD 57754

Referred to as “Contractor”

Referred to as “SDSTA”

**PROJECT: DRUPAL WEBSITE DEVELOPMENT AND MAINTENANCE**  
**Contract #2021-23**

**THIS CONTRACT**, made effective the **XX**th day of **Month**, 201**X**, is made for the described services with the Contractor for the consideration stated herein:

**I. THE SCOPE OF WORK OF THE CONTRACTOR**

- A. The Contractor shall provide and furnish all of the supervision, plant, labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner and ready for operation all the Work required **type in brief description of work to be performed under the contract**, more fully described in the attached Scope of Work, as per request from the SDSTA in strict compliance with the Contractor's Proposal and any other Contract Documents herein mentioned which are a part of this Contract. Each request and the Contractor's Proposal in response thereto shall be referred to hereinafter as the “Work.” **Contractor Representative (email)** shall be the Contractor's designated representative in all matters pertaining to this Contract.
- B. **CONTRACT DOCUMENTS:** The following documents and any other documents incorporated in them by reference constitute the Contract Documents:
1. This Contract, including:
    - Insurance Requirements attached as Exhibit A.
    - Environment Health and Safety Requirements attached as Exhibit B.
    - Scope of Work attached as Exhibit C.
    - Contractor's Proposal attached as Exhibit D.
    - Compliance with Federal Acts attached as Exhibit E.
    - Wage Determination attached as Exhibit F.
    - Certificate of Exemption as Exhibit G.
  2. Addenda issued prior to execution of this Agreement.

These documents constitute the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral.

- C. **TIME FOR COMPLETION:** The work under this Contract shall be commenced within ten (10) consecutive calendar days after date of issuance of notice to proceed by the SDSTA and shall be completed as described in the SDSTA's written request, excluding punch list items. As to each Contractor proposal, this completion date shall be referred to herein as the “Contract Time.”
- D. This Contract shall terminate as of **Date**, unless otherwise terminated according to the early termination provisions of this Contract.

**II. SDSTA REPRESENTATIVE**

The SDSTA shall from time-to-time designate in writing an SDSTA Representative. The SDSTA Representative shall be responsible for providing SDSTA-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations pursuant to this Agreement. The SDSTA Representative shall also provide Contractor with

prompt notice if it observes any failure on the part of the Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the work provided for in this Agreement. Unless changed in writing by the SDSTA, the SDSTA Representative is **Name (Email)**.

### III. THE RESPONSIBILITIES OF THE SDSTA

- A. For the performance of the work specified in the Contract Documents, SDSTA will pay Contractor and Contractor will accept as full compensation a sum not to exceed the amount of Contractor's proposal amount for each request for work. Nothing in this Agreement shall require the SDSTA to accept any proposal made by Contractor. In no event may the total amount paid to Contractor during the term of this Contract exceed **WRITTEN AMOUNT DOLLARS (\$XX,XXX.XX)**.
- B. Unit Prices, if any, are as follows: *Unit prices are set forth in Exhibit D.*

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the SDSTA or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

### IV. CHANGE ORDERS

- A. A Change Order is a written order to the Contractor signed by the SDSTA, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates Contractor's agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
- B. The SDSTA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- C. The cost or credit to the SDSTA resulting from a change in the Work shall be determined in one or more of the following ways:
  - 1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and acceptance to the SDSTA Representative for such purposes. Such lump sum proposals shall be supported by a completely detailed analysis of the proposed change subdivided into the Work of the Contractor and/or the Work of each subcontractor(s) involved in the proposed change, as applicable.
  - 2. By unit prices stated in this Contract or subsequently agreed upon.
- D. If none of the methods set forth in this Article IV, paragraphs C1 and C2 is agreed upon, the Contractor, provided Contractor receives a written order signed by the SDSTA, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the SDSTA on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for Contractor's fee. In such case, Contractor shall keep and present, in such form as the SDSTA may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order.

### V. DIFFERING SITE CONDITIONS

- A. Contractor shall promptly, and before the conditions are disturbed, give written notice to the SDSTA and Project Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

- B. The SDSTA shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of changed conditions, the Contract Sum shall be adjusted as provided in Article III, provided that the Work has been ordered in writing by the SDSTA.

## **VI. DELAYS AND EXTENSIONS OF TIME**

- A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the SDSTA, or by any separate contractor employed by the SDSTA, or by changes ordered in the Work, or by labor disputes not caused by the labor practices of the Contractor, or by fire, unusual delay in transportation, severe and unusual weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond Contractor's control and not occurring due to the fault or neglect of the Contractor, any subcontractor or any other person for whose acts the Contractor is responsible, then the Contract Time shall be extended by Change Order for such reasonable time as the SDSTA shall determine.
- B. Any claim for extension of time shall be made in writing to the SDSTA not more than ten (10) days after the commencement of the delay; otherwise it shall be deemed waived. In the case of continuing delay, only one claim is necessary.
- C. Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the Work is to be performed.
- D. Contractor's right to make a claim or claims for an extension of time shall not preclude Contractor's right to make a claim for delay damages arising out of the SDSTA's significant interference, by action or inaction, with the Contractor's Work.

## **VII. CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY**

Contractor assumes responsibility for implementing and monitoring all Environment, Health & Safety (EHS) precautions and programs related to the performance of the Work, as more fully set forth in attached Exhibit B, incorporated herein by reference.

## **VIII. WORK PLAN POLICY**

- A. Contractor shall maintain a site work plan at all times. Safety and health shall be the top priority with all work plans.
- B. Contractor's work plan shall be reviewed with the SDSTA's Project Team prior to starting the Work. The Project Team shall include the Safety Liaison, Project Manager, and SDSTA's Representative. Any changes to the work plan shall be reviewed with the Project Team prior to making said change.
- C. A representative of the SDSTA's Project Team shall review the work plan daily on site with Contractor and its agents, employees, subcontractors and subconsultants prior to starting work for the day. The review shall emphasize safety and health as the top priority.

## **IX. OWNERSHIP, USE OF DOCUMENTS, CONFIDENTIALITY OF DOCUMENTS**

- A. Any plans, specifications, engineering calculations, technical data, reports, miscellaneous drawings, and all information contained therein provided by the SDSTA, its consultants, employees, contractors and agents to the Contractor for the Contractor's performance of its obligations under this agreement are the property of the SDSTA. They are to be used only with respect to this Project and are not to be used for any other project. The Contractor may not disseminate these materials to any person or entity nor may the Contractor use these materials for purposes other than work for the SDSTA, without the express written approval of the SDSTA.

The SDSTA shall not unreasonably withhold such approval for dissemination of these materials as necessary to subcontractors and suppliers.

- B. All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided to or prepared by Contractor, its owners, officers, employees, agents, consultants, suppliers, and subcontractors in connection with Contractor's performance under this Contract are confidential and the Contractor, its owners, officers, employees, agents, consultants, suppliers, and subcontractors shall not disclose this information to any person, individual, or entity without the express written permission of the SDSTA.
- C. All documents covered by this article shall be delivered to the SDSTA's Representative at the completion of the Work. The Contractor may not retain any such documents for its own use without the express written permission of the SDSTA and any documents that are retained, with or without SDSTA permission, shall be subject to all of the requirements of this Article.
- D. Contractor shall include the requirements of this article in any contract it enters into with any consultants, subcontractors, suppliers, persons, individuals, or entities for the performance of any of the Contractor's obligations under this Contract.

## **X. PAYMENTS AND INVOICING**

- A. Progress Payments: Subject to the provisions of applicable law, the SDSTA shall make progress payments on a monthly basis for work accomplished in accordance with this Contract.
- B. Final Payment: Subject to the provisions of applicable law, final payment less amounts withheld to cover the cost of nonconforming work, shall be made by the SDSTA within thirty (30) days after the completion and acceptance of the Work by the SDSTA.
- C. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the SDSTA's Project Representative or its authorized representative or both shall make such inspection with representatives of the Contractor and the SDSTA, and when it is found that the work is acceptable under the Contract and the Contract is fully performed as evidenced by inspection, the Project Representative shall promptly approve the voucher for payment.
- D. Contractor shall submit evidence satisfactory to the Project Representative that all claims of unpaid payrolls, material bills and other indebtedness connected with the work have been satisfied, prior to approval of the final payment.
- E. Reimbursement for pre-approved travel expenses, if any, will not exceed Federal Travel Regulations (FTR) standard rates for the applicable travel location. Lodging expenses will be reimbursed at FTR rates or the actual lodging cost, whichever is less; airfare shall be reimbursed at the actual cost of a coach class ticket. No additional burdens or overheads will be applied to travel expense reimbursements.
- F. **Invoicing:** Invoices or Payment Request Forms are to be addressed to the South Dakota Science and Technology Authority, 630 East Summit Street, Lead, SD, 57754, and may be submitted by email to: [AP@sanfordlab.org](mailto:AP@sanfordlab.org). If possible, invoices are to be submitted to the SDSTA on the **3rd day** of the month for work performed in the previous month. Invoices received after the 3<sup>rd</sup> day of the month will be considered to have been received the following month.

## **XI. INDEPENDENT CONTRACTOR**

Contractor agrees that in the performance of this Contract, it and its agents, employees and consultants are acting as independent contractors and not as employees, agents or officers of the SDSTA. As such, Contractor agrees not to use SDSTA equipment, supplies, and facilities unless otherwise agreed to.

## **XII. INDEMNITY**

Contractor agrees to hold harmless and indemnify the SDSTA, the State of South Dakota, and their officers and employees from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the negligence, misconduct, error or omission of any officer, agent, subconsultant or employee of Contractor, but only to the extent of such negligence, misconduct, error or omission. This section does not require the Contractor to indemnify the SDSTA or State of South Dakota, or their officers, agents or employees from claims or liability to the extent such claims or liability arise from the acts or omissions of the SDSTA, the State of South Dakota or their officers, agents or employees.

## **XIII. INSURANCE**

- A. During the term of this Agreement, Contractor shall maintain in effect at all times, and provide proof of such coverage to the SDSTA, insurance as described on the attached Exhibit "A," which is incorporated herein by this reference. Contractor acknowledges that the South Dakota Science and Technology Authority, its officers, agents, employees and representatives are parties to this Contract and are therefore covered under Contractor's Blanket Endorsements.
- B. Prior to the commencement of Work, Contractor shall submit certificates of insurance policies to the Project Representative and the SDSTA for review and approval.
- C. By executing this Agreement, Contractor authorizes the SDSTA to make direct inquiry of Contractor's insurer or insurance agent concerning the status of the insurance required by this Agreement.

## **XIV. AMENDMENT PROVISION**

This Contract may only be amended with written consent of both parties or as otherwise provided in this Contract.

## **XV. TERMINATION FOR CONVENIENCE**

- A. The performance of this Contract depends upon the continued availability of appropriated funds and expenditure authority from state and federal sources. The SDSTA reserves the right to terminate this Contract in the event of a failure to obtain appropriated funds or grant expenditure authority. In this event, termination shall be made by written notice to Contractor. Termination for this reason is not a default by the SDSTA nor does it give rise to a claim against the SDSTA. In the event of termination of this Contract because of the unavailability of future funding, the SDSTA will make every effort to provide as much notice as possible to the Contractor. The SDSTA will be responsible for all work it authorizes the Contractor to perform, up to the date of Notice of Cancellation, and will cover all work in progress. In turn, the SDSTA would require the Contractor to make reasonable efforts to limit the SDSTA's liability for the work in progress.
- B. The SDSTA may terminate this Contract at any time without cause, in whole or in part, upon giving Contractor notice of such termination. Upon such termination, Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as the SDSTA elects not to purchase or to assume. Contractor shall receive as full compensation for termination and assignment the following:
  - 1. All amounts then otherwise due under the terms of this Contract,
  - 2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  - 3. Reasonable compensation for the actual cost of demobilization incurred by Contractor as a direct result of such termination. Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, the SDSTA shall have no further obligations to Contractor of any nature.

## **XVI. TERMINATION FOR DEFAULT**

If Contractor is in default under the Contract Documents, the SDSTA may, without prejudice to any other right or remedy and upon written notice to the Contractor, terminate the Contract.

## **XVII. DISPUTES**

- A. Governing Law: The Contract shall be governed by South Dakota law.
- B. Claims for Damages: Should either party to the Contract suffer injury or damage because of any act or omission of the other party or of any of the other party's employees, agents or others for whose acts the other party is legally liable, claim shall be made in writing to such other party within 14 days after the first observance of such injury or damage.
- C. All claims, counterclaims, disputes or other matters in question between the SDSTA and the Contractor arising out of, or relating to this Contract, or the breach thereof, will be decided in the state courts of South Dakota. Contractor irrevocably and unconditionally agrees to the exclusive jurisdiction of said courts and waives any objection thereto based on the doctrine of forum nonconveniens.
- D. Contractor shall carry on the Work and maintain its progress during any dispute or litigation proceedings, and the SDSTA shall continue to make payments to the Contractor to the extent required by the Contract Documents and South Dakota law.

## **XVIII. NOTICE:**

All notices, demands and other communications required by the Contract Documents shall be in writing and shall be deemed to have been duly given if emailed, personally delivered or mailed first class, postage prepaid:

- **If to Contractor:**

Name  
Company  
Street or PO Address  
City, State Zip Code  
Email address

- **If to SDSTA:**

Mike Headley  
Executive Director  
630 East Summit Street  
Lead, SD 57754  
[MHeadley@sanfordlab.org](mailto:MHeadley@sanfordlab.org)

Timothy M. Engel  
Counsel for the SDSTA  
503 S. Pierre Street, P.O. Box 160  
Pierre, SD 57501

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

## **XIX. MISCELLANEOUS**

- A. Documents, information and data provided to the SDSTA pursuant to the terms of this Agreement may be subject to examination and review by representatives of the Homestake Mining Company of California pursuant to the terms of the Property Donation Agreement or by representatives of federal, state or local governmental entities, including, but not limited to, the South Dakota Department of Legislative Audit. Anything elsewhere in this Agreement to the contrary notwithstanding, any such documents, information or data may become public records open to public inspection.

- B. The terms of this Agreement shall be construed and governed under the laws of the State of South Dakota. Any lawsuit arising out of or pertaining to the Agreement shall be commenced in the state courts of South Dakota. The Contractor shall not engage the services of any subcontractors without the prior express, written consent of the SDSTA. Time is of the essence in the performance of the covenants, terms and conditions of the Agreement. This Agreement constitutes the entire agreement of the parties concerning its subject matter, and supersedes any prior discussions, representations or agreements, wither oral or written. The terms of this Agreement may only be amended by a written document, executed with the same formalities as this Agreement.
- C. Any agreement entered into by the Contactor with any designer, consultant, subconsultant, contractor, subcontractor or other person to perform work in connection with this Agreement shall include the provisions and requirements of Articles III, VII, VIII, IX, XI, XII, XIII, XIX, XX, XXI, XXII and XXIII of this Agreement; provided, however, that the amount of general liability insurance required of the designer, consultant, subconsultant, contractor, subcontractor or other person shall be specified by the SDSTA in writing.
- D. Debarment or Suspension: By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and all persons associated with the Contract, including persons or corporations who have critical influence on or control over the Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- E. Service Contract Act Requirements: In accordance with the clause of the General Provisions entitled Service Contract Act of 1965, As Amended (FAR 52.222-41), the Contractor shall pay its service employees, as defined, and ensure that service employees of lower-tier subcontractors are paid, not less than the minimum monetary wages, and shall furnish to them the fringe benefits, specified in the U.S. Department of Labor Wage Determination of this Contract, attached hereto as Exhibit H and incorporated by reference.
- F. Contractor agrees to use the E-Verify System ([www.uscis.gov](http://www.uscis.gov)) to verify the employment eligibility of all employees assigned to this Contract and all new hires working in the United States, and to provide E-Verify documentation to the SDSTA within ten (10) days of execution of this Contract. If Contractor is a sole proprietorship with no employees, E-Verify is not required. Contractor further agrees to maintain an active registration, during the term of the Contract, with the System for Award Management ([www.sam.gov](http://www.sam.gov)).
- G. SDSTA is required by a Cooperative Agreement (CA) with the U.S. Department of Energy's Office of Science to control access to the facility by foreign nationals and to provide protection against any potential compromise of information, equipment or technology. In order to comply with these requirements, SDSTA has adopted a Foreign Access Policy and Foreign Access Procedure. The Contractor is responsible to ensure compliance with the Foreign Access Policy and Foreign Access Procedure. Without limiting the generality of the foregoing, before a SURF visit or assignment can occur, proof of identity and citizenship are required for all foreign national visitors to verify the foreign national's identity and authority to work (when applicable for the activities involved) in the United States. If foreign nationals will be visiting SURF in association with this contract, the Contractor must notify the SDSTA Representative in advance to ensure compliance with SDSTA's Foreign Access Policy and Foreign Access procedure, and to with any other applicable DOE and SDSTA requirements. Failure to provide appropriate documentation when required, or providing fraudulent documentation, will result in suspension of access approval, removal from SURF, possible cancellation of future access, and possible termination of this Contract for cause. Any changes to the Foreign Access Policy, Foreign Access Procedure, or other DOE or SDSTA requirements implemented after the effective date of this Contract are hereby deemed incorporated into this Contract by reference without the need for a further writing.

## **XX. REPORTING**

Contractor agrees to report to the SDSTA any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, the SDSTA or the

SDSTA's officers, agents or employees to liability. Contractor shall report any such event to the SDSTA immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the SDSTA and to make any other report provided for by Contractor's duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications.) Reporting to the SDSTA under this Article shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

## **XXI. CONFLICTS OF INTEREST**

Contractor agrees to avoid conflicts of interest, and to provide the SDSTA and the Project Representative with prompt written notification of any circumstances which may give rise to actual or apparent conflict of interest. The existence of an unresolved conflict of interest shall constitute cause to terminate this Agreement.

## **XXII. INDEMNIFICATION OF HOMESTAKE INDEMNIFIED PARTIES**

Contractor, for itself and its officers, directors, employees, agents, representatives and assigns, will and does hereby release, discharge and agree not to sue the Homestake Indemnified Parties with respect to any damage or injury to any person (including natural persons, corporations, limited liability companies and other entities) or property caused in whole or in part by the Contractor or its officers, directors, employees, agents, representatives, sub-contractors and subsuppliers. For the purposes of this Agreement, the term "Homestake Indemnified Parties" means Barrick, Homestake and the Affiliates of Barrick and Homestake, and each of its and their Representatives.

## **XXIII. COMPLIANCE WITH FEDERAL REGULATIONS**

Contractor agrees that the FAR and DEAR clauses outlined in Exhibit E are hereby incorporated by reference as part of the terms and conditions of this Agreement.

**IN WITNESS HERETO**, the parties signify their agreement by signatures affixed below on the day and year above first written.

**COMPANY**

**SOUTH DAKOTA SCIENCE AND  
TECHNOLOGY AUTHORITY**

By: \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Mike Headley \_\_\_\_\_ Date \_\_\_\_\_  
Executive Director



## **EXHIBIT A**

### **SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY INSURANCE REQUIREMENTS**

#### **A. Minimum Insurance**

Prior to the commencement of work, the Contractor will procure and maintain the following insurance:

1. Commercial general liability insurance with limits not less than \$1 million per occurrence. Such insurance shall name as additional insureds Barrick Gold Corporation, Homestake Mining Company of California, and the Affiliates of Barrick and Homestake and each of its and their representatives, and the South Dakota Science and Technology Authority, its officers, agents, employees and representatives, Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.
3. Errors & omissions liability coverage with limits not less than \$1 million per claim (where applicable).
4. Workers compensation insurance as required by South Dakota law.

#### **B. Special Provisions Applicable to All Coverages**

1. The Contractor or Project Sponsor must provide the South Dakota Science and Technology Authority 30 days' notice of cancellation/material change, reserving the right to obtain replacement coverage if Contractor does not and deducting the cost from the contract total.
2. Self-insured retentions and/or deductibles greater than \$50,000.00 must be declared and approved by the Authority.

#### **C. Evidence of Insurance**

Prior to commencement of work, the Contractor or Project Sponsor shall furnish the South Dakota Science and Technology Authority with certificates evidencing compliance with the insurance requirements above. The Contractor or Project Sponsor must agree to provide complete, certified copies of all required insurance policies if requested by the Authority.

#### **D. Acceptability of Insurers**

Insurance shall be placed with insurers acceptable to the South Dakota Science and Technology Authority.

#### **E. Subcontractors**

Contractor shall require Subcontractors to provide insurance that complies with the requirements stated herein.

## **EXHIBIT B**

### **ENVIRONMENT HEALTH AND SAFETY REQUIREMENTS CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY**

1. Contractor recognizes the importance of performing the work in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, the environment, and the Project, including materials and equipment incorporated into the Project or stored on-site or off-site. Contractor assumes responsibility for following all Environment, Safety and Health (ESH) precautions and programs related to the performance of the Project.

2. Contractor and Subcontractors shall comply with all legal and Owner-specific reporting requirements relating to ESH set forth in the Contract Documents. Contractor will verbally notify any injury, loss, damage, or accident arising from the work to Owner's Representative and to the Safety Point of Contact (POC), to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project. All persons injured while working at the Sanford Lab will be immediately evaluated and treated as necessary, by a medical professional before returning to work. Contractor and its Subcontractors will immediately report to the Owner's Representative all non-incidental spills, and all other significant impacts to the environment (soil, water, air) in performance of the Project. Contractor will also immediately notify Owner of any failure to comply with state and federal environmental laws, rules, and regulations.

3. Contractor's responsibility for ESH under this Article is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibilities.

#### **ESH Requirements and Coordination**

4. Safety and protection of the environment are of the utmost concern on this Contract. Safety in this context refers to the health and safety of people and the protection of the environment. Nothing contained herein relieves the Contractor from complying with all applicable standards and regulations found in 29 CFR Part 1926 (the OSHA construction standard), 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and ARSD 74:52:01 through 74:52:11 (storm water), as applicable. Site specific safety requirements are defined in the SURF ESH Manual under section 7000: Occupational and Subcontractor Safety, "Chapter: Contractor Safety" located at: <https://www.sanfordlab.org/esh>. MSHA compliance may be acceptable, where applicable.

5. The Contractor will address the safety requirements defined herein and in the Owner's Contractor Safety Chapter. Contractor costs associated with the implementation of the requirements will be borne by the Contractor. Safety deficiencies discovered after the award will be remedied at no cost to the Owner and may at the Owner's discretion be deducted from the Contract amount.

6. The Contractor shall be accompanied at all times by an Owner's representative.

7. The Contractor is expected to follow a Work Planning and Controls process that is aligned with the Owner (Owner (See SURF website ESH Manual at <https://sanfordlab.org/esh>)). The Work Planning and Controls process must be conducted and documented prior to the start of work in the form of a Job Hazard Analysis (JHA). A JHA, approved by the Project Manager and Safety POC, must be completed and reviewed with the individual(s) expected to perform the work prior to work starting on a specified task. The SO is expected to review all JHAs. Copies of JHAs must be present at the location where work is being performed and accessible to the individuals performing the work and to Owner representatives.

8. The Owner will conduct a work planning meeting (tailgate/toolbox talk) including, when necessary, Subcontractor employees, prior to the beginning of each shift. This talk will include the plan for the day, a review of hazards and potential regulatory issues, inspection/removal of loose puncture hazards as part of a general daily cleanup requirement of the work area, and the review of applicable JHAs.

9. Contractor shall provide all common Personal Protective Equipment (PPE) required for the Work (hard hats, safety toe boots, safety glasses with side shields, hi-visibility clothing and required fall protection

equipment, as stated in the Scope of Work. During the bid process, bidder shall include as a separate line item any PPE unique to the scope. Contractor included in its bid a separate line item for any PPE unique to the scope. Owner shall notify the Contractor in the Notice to Proceed of its intent to reduce the contract value if Owner elects to provide this PPE. Unique PPE required for any *underground work* may include:

- W65 Self Rescuers (must be maintained according to MSHA requirements) (always required when working underground)
- Gas Tester(s) (M40M or equivalent) (may be required depending on location of underground work)
- Cap lamps

10. The Contractor is responsible for screening all Subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, Contractor is responsible for flowing down all ESH requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.

11. The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with Owner guidelines, chapters and associated regulations. The following training is required for all Contractor personnel before they start work:

- Sanford Underground Research Facility (SURF) Surface and/or Underground Orientation Training or General Safety Basic Training, if onsite for more than 40 hours within a year.
- Any specific equipment training (eg: crane operator).
- Site specific training for environmental compliance (eg: spill prevention, Hazmat, storm water, etc.).

12. If the Owner perceives the Contractor has created or is exposed to an imminent danger, unacceptable risk or a non-compliance situation, the Owner will stop work until safe conditions are re-established. Such stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.

13. In the event of an incident, Contractor will notify the Project Manager and/or Safety POC immediately and never later than the end of shift on day of incident. Contractor shall complete the Owner's "First Report of Incident and Investigation" form and submit to the Project Manager or Safety POC. Contractor shall conduct an incident investigation in accordance with the Owner's policies. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a reoccurrence, and any lessons learned. The Owner may at its discretion participate in and facilitate the incident investigation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.

14. All chemicals to be used at the Owner's facility must be approved by the Owner and Safety Data Sheets (SDS) must be maintained by the Contractor.

15. Smoking, use of tobacco products, including vapor, alcohol, controlled substance or weapons are not allowed within the boundaries of the Owner's facility. All property owned and operated by the SDSTA is designated as tobacco and vapor-free. This applies to all areas of the surface and the underground. The Contractor shall manage and maintain a drug and alcohol policy that aligns with that of the Owner's written policy and procedures. ESH department review of this document may be required.

16. Contractor acknowledges that periodic evacuation drills and exercises are required by Owner to validate the adequacy and effectiveness of Owner's Emergency Response Plan. Contractor also recognizes that such evacuation drills and exercises enhance its employees' understanding of Owner's Emergency Response Plan. Contractor agrees to participate in quarterly drills, which may or may not be scheduled in advance, during the term of this Contract. It is understood that Contractor will not be entitled to any additional compensation for participating in these evacuation drills or exercises.

17. Contractor agrees to assess whether Contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.

18. Owner reserves the right to restrict or deny access of any Contractor employee to the work location.

19. Contractor shall report the hours worked on site by Contractor's employees on a monthly basis to the ESH Construction Safety Coordinator, Michelle Andresen ([mandresen@sanfordlab.org](mailto:mandresen@sanfordlab.org)) and to the SDSTA Representative named in the Contract. Hours shall be emailed to both Ms. Andresen and the SDSTA Representative no later than the 3<sup>rd</sup> day of the month for hours worked the previous month.

## **EXHIBIT C**

### **SCOPE OF WORK**

The project scope should include a phased approach to discovery, development and design; migrate/archive existing content; and include an accessibility review, Search Engine Optimization and security.

Provide project-based web development including security and diagnostics support and perform system updates and upgrades.

#### **Redesign sanfordlab.org**

- Recommend a traditional, decoupled or multisite Drupal deployment to meet growing website needs across the organization.
- Redesign and improve the user experience of the entire site; provide a front-page experience that gets visitors to the information they need.
- Provide and implement a plan to migrate/archive existing content.
- Recreate the user permission structure to allow for a more diverse group of content editors and users. Some content will be behind a sign-in.
- Incorporate flexible options for layout and page customization for site editors.
- Integrate social media platforms and curated social media landing pages.
- Meet or exceed level AA of Web Content Accessibility Guidelines (WCAG) 2.0
- Give preference to contributed modules over custom modules.
- Include integration with Jotforms or recommend and implement a migration plan from Jotforms to the Webforms Module.

#### **Education sub-site requirements:**

- Provide a solution for booking, checking out and returning curriculum modules.
- Create a new teacher professional development content type.
- Create a more robust filter and sorting system to search for educational and teacher development opportunities.
- Create flexible layout options for delivering educational programming virtually.
- Create a field trip request system based on availability of human and other resources.

#### **SURF Foundation sub-site requirements:**

- Ability to accept payments and choose and customize donation options.
- Create entity reference content (articles, events, and activities) from other SURF sites
- Create prominent donate button
- Develop similar theme to main site, with a clear separation in user experience on this site.
- Ability to integrate with Bloomerang (SURF Foundation CRM).

#### **Digital Exhibit sub-site for SLHVC:**

This site will be available only at the local Sanford Lab Homestake Visitor Center on digital touchscreens. We want to remotely leverage Drupal CMS to update content on several touchscreens throughout the Visitor Center. The content is mostly video that can be stored and streamed on Vimeo to each screen. The goal is to provide simple user experience.

#### **Provide maintenance services**

The selected vendor will provide module and security updates to the website utilizing SURF's development and production servers.

**Provide training and documentation**

- The selected vendor will provide training to the SURF team on adding and creating content, new module functionality.
- Provide robust training specific to site administrators and the Communications Department wherein they can test new modules and site features independently.
- Provide documentation on major site features, modules and workflows

**EXHIBIT D**  
**CONTRACTOR'S PROPOSAL**

**EXHIBIT E**  
**COMPLIANCE WITH FEDERAL REGULATIONS**



The Equal Opportunity Act 2000 (EOA) prohibits any person concerned with the provision of goods, facilities, and services to the public or a section of the public from discriminating against a person who seeks to obtain those goods, facilities and services. Discrimination on the basis of race, color, national origin, sex, disability, or age is prohibited by federal civil rights laws.

**FA-TC-0015                                      FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

Subcontractor will comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

**FA-TC-0015.1-SURF                                      FEDERAL EXPORT CONTROL LAWS**

The recipient will comply with all Federal Export Control laws, rules, and regulations which generally regulate the export of sensitive technologies, equipment, software, and related data and services such as: the Export Administration Act and Export Administration Regulations (“EAR”); the Atomic Energy Act of 1954; the Arms Export Control Act and the International Traffic in Arms Regulations (“ITAR”); and the Trading with the Enemy Act and the Foreign Asset Control Regulations.

**FA-TC-0020                                      NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**FA-TC-0023                                      ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) PERFORMANCE OF WORK AT DOE FACILITIES**

With respect to the performance of any portion of the work under this award which is performed at a DOE-owned or controlled site, the recipient agrees to comply with all State and Federal ES&H regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-Owned or controlled site, the recipient shall contact the site facility manager for information on DOE and site specific ES&H requirements.

The recipient shall apply this term to its sub-recipients and contractors.

**FA-TC-0031-CH (Modified)                      NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project.

**FA-TC-0058                                      INDEMNITY**

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

**FA-TC-0065                                      LOBBYING RESTRICTIONS (MARCH 2012)**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## FEDERAL TERMS AND CONDITIONS, CONT.

1. **Equal Employment Opportunity** – Compliance is required with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients require compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7) - All construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act** (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and subgrants of amounts in excess of \$100,000 require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the recipient.

**8. Debarment and Suspension** (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**EXHIBIT F**  
**DEPARTMENT OF LABOR**  
**WAGE DETERMINATION**

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

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| Wage Determination No.: 2015-5009

Daniel W. Simms Division of | Revision No.: 13

Director Wage Determinations | Date Of Last Revision: 05/13/2020

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Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 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 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 \$10.80 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 2020. 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).

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State: South Dakota

Area: South Dakota County of Union

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.07
01012 - Accounting Clerk II		15.79
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		22.29
01035 - Court Reporter		18.67
01041 - Customer Service Representative I		12.25
01042 - Customer Service Representative II		13.78
01043 - Customer Service Representative III		15.03
01051 - Data Entry Operator I		13.16
01052 - Data Entry Operator II		14.36
01060 - Dispatcher Motor Vehicle		23.23
01070 - Document Preparation Clerk		14.86
01090 - Duplicating Machine Operator		14.86
01111 - General Clerk I		14.12
01112 - General Clerk II		15.40
01113 - General Clerk III		17.29
01120 - Housing Referral Assistant		20.81
01141 - Messenger Courier		11.67
01191 - Order Clerk I		17.22
01192 - Order Clerk II		18.78

01261 - Personnel Assistant (Employment) I	16.13
01262 - Personnel Assistant (Employment) II	18.05
01263 - Personnel Assistant (Employment) III	20.12
01270 - Production Control Clerk	23.28
01290 - Rental Clerk	12.72
01300 - Scheduler Maintenance	16.68
01311 - Secretary I	16.68
01312 - Secretary II	18.67
01313 - Secretary III	20.81
01320 - Service Order Dispatcher	20.06
01410 - Supply Technician	22.29
01420 - Survey Worker	16.38
01460 - Switchboard Operator/Receptionist	13.36
01531 - Travel Clerk I	12.42
01532 - Travel Clerk II	13.21
01533 - Travel Clerk III	14.02
01611 - Word Processor I	14.86
01612 - Word Processor II	16.68
01613 - Word Processor III	18.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.72
05010 - Automotive Electrician	18.81
05040 - Automotive Glass Installer	17.86
05070 - Automotive Worker	17.86
05110 - Mobile Equipment Servicer	15.86
05130 - Motor Equipment Metal Mechanic	19.59
05160 - Motor Equipment Metal Worker	17.86
05190 - Motor Vehicle Mechanic	19.59
05220 - Motor Vehicle Mechanic Helper	14.83

05250 - Motor Vehicle Upholstery Worker	16.86
05280 - Motor Vehicle Wrecker	17.86
05310 - Painter Automotive	18.81
05340 - Radiator Repair Specialist	17.86
05370 - Tire Repairer	14.71
05400 - Transmission Repair Specialist	19.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.10
07041 - Cook I	11.79
07042 - Cook II	13.28
07070 - Dishwasher	9.55
07130 - Food Service Worker	10.78
07210 - Meat Cutter	13.28
07260 - Waiter/Waitress	9.48
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.41
09040 - Furniture Handler	12.58
09080 - Furniture Refinisher	18.41
09090 - Furniture Refinisher Helper	14.55
09110 - Furniture Repairer Minor	16.50
09130 - Upholsterer	18.41
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.09
11060 - Elevator Operator	12.89
11090 - Gardener	16.99
11122 - Housekeeping Aide	12.89
11150 - Janitor	12.89
11210 - Laborer Grounds Maintenance	13.76
11240 - Maid or Houseman	11.26



11260 - Pruner	12.67
11270 - Tractor Operator	15.89
11330 - Trail Maintenance Worker	13.76
11360 - Window Cleaner	14.00
12000 - Health Occupations	
12010 - Ambulance Driver	18.17
12011 - Breath Alcohol Technician	18.17
12012 - Certified Occupational Therapist Assistant	24.92
12015 - Certified Physical Therapist Assistant	23.45
12020 - Dental Assistant	20.59
12025 - Dental Hygienist	35.35
12030 - EKG Technician	26.78
12035 - Electroneurodiagnostic Technologist	26.78
12040 - Emergency Medical Technician	18.17
12071 - Licensed Practical Nurse I	16.23
12072 - Licensed Practical Nurse II	18.17
12073 - Licensed Practical Nurse III	20.25
12100 - Medical Assistant	15.92
12130 - Medical Laboratory Technician	21.38
12160 - Medical Record Clerk	14.79
12190 - Medical Record Technician	18.17
12195 - Medical Transcriptionist	17.91
12210 - Nuclear Medicine Technologist	39.91
12221 - Nursing Assistant I	11.04
12222 - Nursing Assistant II	12.42
12223 - Nursing Assistant III	13.55
12224 - Nursing Assistant IV	15.21
12235 - Optical Dispenser	17.53
12236 - Optical Technician	16.23

12250 - Pharmacy Technician	16.03
12280 - Phlebotomist	14.51
12305 - Radiologic Technologist	23.31
12311 - Registered Nurse I	23.29
12312 - Registered Nurse II	28.49
12313 - Registered Nurse II Specialist	28.49
12314 - Registered Nurse III	34.47
12315 - Registered Nurse III Anesthetist	34.47
12316 - Registered Nurse IV	41.32
12317 - Scheduler (Drug and Alcohol Testing)	22.50
12320 - Substance Abuse Treatment Counselor	15.95
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.11
13012 - Exhibits Specialist II	18.68
13013 - Exhibits Specialist III	22.89
13041 - Illustrator I	14.90
13042 - Illustrator II	18.46
13043 - Illustrator III	22.59
13047 - Librarian	20.44
13050 - Library Aide/Clerk	13.06
13054 - Library Information Technology Systems Administrator	18.46
13058 - Library Technician	16.52
13061 - Media Specialist I	13.48
13062 - Media Specialist II	14.90
13063 - Media Specialist III	16.62
13071 - Photographer I	14.95
13072 - Photographer II	16.73
13073 - Photographer III	20.72

13074 - Photographer IV		25.35
13075 - Photographer V		30.67
13090 - Technical Order Library Clerk		16.65
13110 - Video Teleconference Technician		12.75
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.10
14042 - Computer Operator II		15.85
14043 - Computer Operator III		17.59
14044 - Computer Operator IV		19.49
14045 - Computer Operator V		21.71
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		15.51
14160 - Personal Computer Support Technician		22.57
14170 - System Support Specialist		22.96
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.93
15020 - Aircrew Training Devices Instructor (Rated)		37.42
15030 - Air Crew Training Devices Instructor (Pilot)		43.93
15050 - Computer Based Training Specialist / Instructor		30.93
15060 - Educational Technologist		28.15
15070 - Flight Instructor (Pilot)		43.93
15080 - Graphic Artist		19.72
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.51

15086 - Maintenance Test Pilot Rotary Wing	41.51
15088 - Non-Maintenance Test/Co-Pilot	41.51
15090 - Technical Instructor	17.59
15095 - Technical Instructor/Course Developer	21.52
15110 - Test Proctor	14.20
15120 - Tutor	14.20
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.64
16030 - Counter Attendant	10.64
16040 - Dry Cleaner	12.16
16070 - Finisher Flatwork Machine	10.64
16090 - Presser Hand	10.64
16110 - Presser Machine Drycleaning	10.64
16130 - Presser Machine Shirts	10.64
16160 - Presser Machine Wearing Apparel Laundry	10.64
16190 - Sewing Machine Operator	12.85
16220 - Tailor	13.61
16250 - Washer Machine	11.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.54
19040 - Tool And Die Maker	28.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.66
21030 - Material Coordinator	23.28
21040 - Material Expediter	23.28
21050 - Material Handling Laborer	16.16
21071 - Order Filler	14.98
21080 - Production Line Worker (Food Processing)	17.66
21110 - Shipping Packer	17.82

21130 - Shipping/Receiving Clerk	17.82
21140 - Store Worker I	13.40
21150 - Stock Clerk	17.05
21210 - Tools And Parts Attendant	17.66
21410 - Warehouse Specialist	17.66
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.87
23019 - Aircraft Logs and Records Technician	22.15
23021 - Aircraft Mechanic I	25.73
23022 - Aircraft Mechanic II	26.87
23023 - Aircraft Mechanic III	27.72
23040 - Aircraft Mechanic Helper	19.49
23050 - Aircraft Painter	24.71
23060 - Aircraft Servicer	22.15
23070 - Aircraft Survival Flight Equipment Technician	24.71
23080 - Aircraft Worker	23.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.47
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.73
23110 - Appliance Mechanic	23.39
23120 - Bicycle Repairer	16.69
23125 - Cable Splicer	40.91
23130 - Carpenter Maintenance	20.55
23140 - Carpet Layer	23.31
23160 - Electrician Maintenance	25.15
23181 - Electronics Technician Maintenance I	23.31
23182 - Electronics Technician Maintenance II	24.54
23183 - Electronics Technician Maintenance III	25.56

23260 - Fabric Worker	21.99
23290 - Fire Alarm System Mechanic	25.56
23310 - Fire Extinguisher Repairer	20.69
23311 - Fuel Distribution System Mechanic	27.93
23312 - Fuel Distribution System Operator	22.24
23370 - General Maintenance Worker	19.39
23380 - Ground Support Equipment Mechanic	25.73
23381 - Ground Support Equipment Servicer	22.15
23382 - Ground Support Equipment Worker	23.47
23391 - Gunsmith I	20.69
23392 - Gunsmith II	23.31
23393 - Gunsmith III	25.56
23410 - Heating Ventilation And Air-Conditioning Mechanic	27.03
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	28.23
23430 - Heavy Equipment Mechanic	24.20
23440 - Heavy Equipment Operator	22.11
23460 - Instrument Mechanic	25.56
23465 - Laboratory/Shelter Mechanic	24.54
23470 - Laborer	16.16
23510 - Locksmith	24.54
23530 - Machinery Maintenance Mechanic	25.98
23550 - Machinist Maintenance	19.79
23580 - Maintenance Trades Helper	19.35
23591 - Metrology Technician I	25.56
23592 - Metrology Technician II	26.69
23593 - Metrology Technician III	27.52
23640 - Millwright	25.56

23710 - Office Appliance Repairer	21.14
23760 - Painter Maintenance	17.76
23790 - Pipefitter Maintenance	28.65
23810 - Plumber Maintenance	27.51
23820 - Pneudraulic Systems Mechanic	25.56
23850 - Rigger	25.56
23870 - Scale Mechanic	23.31
23890 - Sheet-Metal Worker Maintenance	26.20
23910 - Small Engine Mechanic	21.78
23931 - Telecommunications Mechanic I	26.68
23932 - Telecommunications Mechanic II	27.86
23950 - Telephone Lineman	24.49
23960 - Welder Combination Maintenance	19.59
23965 - Well Driller	25.56
23970 - Woodcraft Worker	25.56
23980 - Woodworker	20.69
24000 - Personal Needs Occupations	
24550 - Case Manager	16.08
24570 - Child Care Attendant	9.81
24580 - Child Care Center Clerk	12.24
24610 - Chore Aide	12.34
24620 - Family Readiness And Support Services Coordinator	16.08
24630 - Homemaker	16.08
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.56
25040 - Sewage Plant Operator	24.04
25070 - Stationary Engineer	25.56
25190 - Ventilation Equipment Tender	19.35

25210 - Water Treatment Plant Operator	24.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.04
27007 - Baggage Inspector	13.18
27008 - Corrections Officer	20.22
27010 - Court Security Officer	22.78
27030 - Detection Dog Handler	14.82
27040 - Detention Officer	20.22
27070 - Firefighter	22.58
27101 - Guard I	13.18
27102 - Guard II	14.82
27131 - Police Officer I	26.05
27132 - Police Officer II	28.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.51
28042 - Carnival Equipment Repairer	12.31
28043 - Carnival Worker	9.18
28210 - Gate Attendant/Gate Tender	15.15
28310 - Lifeguard	12.17
28350 - Park Attendant (Aide)	16.94
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	20.82
28630 - Sports Official	13.50
28690 - Swimming Pool Operator	16.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.50
29020 - Hatch Tender	22.50
29030 - Line Handler	22.50
29041 - Stevedore I	21.19



29042 - Stevedore II	23.94
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.72
30022 - Archeological Technician II	19.83
30023 - Archeological Technician III	24.56
30030 - Cartographic Technician	24.56
30040 - Civil Engineering Technician	21.69
30051 - Cryogenic Technician I	25.70
30052 - Cryogenic Technician II	28.39
30061 - Drafter/CAD Operator I	17.72
30062 - Drafter/CAD Operator II	19.83
30063 - Drafter/CAD Operator III	22.10
30064 - Drafter/CAD Operator IV	27.20
30081 - Engineering Technician I	15.43
30082 - Engineering Technician II	17.32
30083 - Engineering Technician III	19.38
30084 - Engineering Technician IV	24.00
30085 - Engineering Technician V	29.37
30086 - Engineering Technician VI	35.53
30090 - Environmental Technician	24.56
30095 - Evidence Control Specialist	23.21
30210 - Laboratory Technician	22.10
30221 - Latent Fingerprint Technician I	25.70
30222 - Latent Fingerprint Technician II	28.39
30240 - Mathematical Technician	24.56
30361 - Paralegal/Legal Assistant I	19.49

30362 - Paralegal/Legal Assistant II	24.14	
30363 - Paralegal/Legal Assistant III	29.53	
30364 - Paralegal/Legal Assistant IV	35.73	
30375 - Petroleum Supply Specialist	28.39	
30390 - Photo-Optics Technician	24.56	
30395 - Radiation Control Technician	28.39	
30461 - Technical Writer I	24.56	
30462 - Technical Writer II	30.04	
30463 - Technical Writer III	36.35	
30491 - Unexploded Ordnance (UXO) Technician I	25.35	
30492 - Unexploded Ordnance (UXO) Technician II	30.67	
30493 - Unexploded Ordnance (UXO) Technician III	36.76	
30494 - Unexploded (UXO) Safety Escort	25.35	
30495 - Unexploded (UXO) Sweep Personnel	25.35	
30501 - Weather Forecaster I	27.20	
30502 - Weather Forecaster II	33.09	
30620 - Weather Observer Combined Upper Air Or	(see 2)	22.10
Surface Programs		
30621 - Weather Observer Senior	(see 2)	24.56
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	30.67	
31020 - Bus Aide	15.22	
31030 - Bus Driver	19.97	
31043 - Driver Courier	15.76	
31260 - Parking and Lot Attendant	14.01	
31290 - Shuttle Bus Driver	16.85	
31310 - Taxi Driver	13.84	
31361 - Truckdriver Light	16.85	
31362 - Truckdriver Medium	17.91	

31363 - Truckdriver Heavy	21.16
31364 - Truckdriver Tractor-Trailer	21.16
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.66
99050 - Desk Clerk	10.52
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	18.11
99252 - Laboratory Animal Caretaker II	19.57
99260 - Marketing Analyst	23.30
99310 - Mortician	25.35
99410 - Pest Controller	20.80
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	19.61
99711 - Recycling Specialist	22.65
99730 - Refuse Collector	18.07
99810 - Sales Clerk	11.66
99820 - School Crossing Guard	14.59
99830 - Survey Party Chief	18.54
99831 - Surveying Aide	12.22
99832 - Surveying Technician	16.73
99840 - Vending Machine Attendant	18.30
99841 - Vending Machine Repairer	22.04
99842 - Vending Machine Repairer Helper	18.30

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 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))."

**EXHIBIT G**  
**CERTIFICATE OF EXEMPTION**

# South Dakota Streamlined Sales Tax Agreement

## Certificate of Exemption

### Warning to purchaser:

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale may be notified that you claimed exemption from sales tax.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption.

1.	<input type="checkbox"/>	Check if you are attaching the Multistate Supplemental form.	
	<input type="checkbox"/>	If not, enter the two-letter abbreviation for the state under whose laws you are claiming exemption.	
2.	<input type="checkbox"/>	Check if this certificate is for a <b>Single Purchase Certificate</b> . Invoice/purchase order # _____.	
3.	Print or type	A. Name of purchaser _____	
		B. Business address _____ City _____ State _____ Zip code _____	
		C. Purchaser's tax ID number _____ State of Issue _____ County of Issue _____	
		D. If no tax ID number, enter FEIN _____	
		E. If no ID number or FEIN, enter Driver's License Number/State Issued ID number _____ state of issue _____	
		F. Foreign diplomat number _____	
		G. Name of seller from whom you are purchasing, leasing or renting _____	
		H. Seller's address _____ City _____ State _____ Zip code _____	
4.	Circle type of business	<b>Purchaser's Type of business.</b> Circle the number that best describes your business.	
		01 Accommodation and food services	11 Transportation and warehousing
		02 Agriculture, forestry, fishing, hunting	12 Utilities
		03 Construction	13 Wholesale trade
		04 Finance and insurance	14 Business services
		05 Information, publishing and communications	15 Professional services
		06 Manufacturing	16 Education and health-care services
		07 Mining	17 Nonprofit organization
		08 Real estate	18 Government
		09 Rental and leasing	19 Not a business
		10 Retail trade	20 Other (explain) _____
5.		Circle reason for exemption	<b>Reason for exemption.</b> Circle the letter that identifies the reason for the exemption.
	A Federal government (Department) _____		H Agricultural
	B State or local government (Agency) _____		I Industrial production/manufacturing <u>Does not apply in SD</u>
	C Tribal government		J Direct pay permit
	D Foreign diplomat		K Multiple points of use (services, digital goods, or computer software delivered electronically)
	E Charitable organization		L Direct mail
	F Religious or educational organization		M Other (Explain) _____
	G Resale		
6.	Sign here	<i>I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.</i>	
		Signature of authorized purchaser _____ Print name here _____ Title _____ Date _____	

South Dakota Streamlined Sales and Use Tax Agreement  
Certificate of Exemption: Multistate Supplemental

Name of Purchaser

State	Reason for exemption	Identification number (if required)
AR*		
IA		
IN		
KS		
KY		
MI		
MN		
NC		
ND		
NE		
NJ		
NV		
OH		
OK		
SD		
TN*		
UT		
WV		
WY		

\* SSUTA Direct Mail and MPU provisions are not in effect for Arkansas and Tennessee

A seller doing business in a state that is not a member of the Streamlined Agreement must obtain documentation to support exempt transactions as required by that state.



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## South Dakota Streamlined Sales and Use Tax Agreement

### Certificate of Exemption Instructions

Use this form to claim exemption from sales tax on purchases of otherwise taxable items. The purchaser must complete all fields on the exemption certificate and provide the fully completed certificate to the seller in order to claim exemption.

**Warning to purchaser:** You are responsible for ensuring that you are eligible for the exemption you are claiming. You will be held liable for any tax and interest, as well as penalties imposed by the member state due the tax on your purchase, if the purchase is not legally exempt.

**Misuse of exemption certificates in South Dakota:** Any purchaser who knowingly and intentionally purchases items for resale that he or she knows will not be resold, or provides an invalid exemption certificate with the intent to evade payment of the tax, must pay the use tax on these items and may be guilty of a Class I misdemeanor and fined up to 50% of the tax owed. If a business legitimately purchases an item for resale, but later uses that item, the purchaser is responsible for reporting and paying use tax on that item.

#### Purchaser instructions for completing the exemption certificate

1. Some purchasers may wish to complete a single certificate for multiple states where they conduct business and regularly make exempt purchases from the same seller. If you do, check the box on the front of the SSUTA Certificate of Exemption to indicate that you are attaching the *Multistate Supplemental* form.

If you are not attaching the Multistate Supplemental form, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption. For example, if you are claiming an exemption from sales or use tax imposed by the state of Minnesota, enter "MN" in the boxes provided. If you are claiming exemption for more than one member state, complete the *SSUTA Certificate of Exemption: Multistate Supplemental* form.

2. **Single purchase exemption certificate:** Check this box if this exemption certificate is being used for a single purchase. Include the invoice or purchase order number for the transaction.

If this box is not checked, this certificate will be treated as a blanket certificate. A blanket certificate continues in force so long as the purchaser is making recurring purchases (*at least one purchase within a period of twelve consecutive months*) or until otherwise cancelled by the purchaser.

3. **Purchaser information:** Complete the purchaser and seller information section, as requested. You must include an identification number for you or your business. Include your state tax identification number and identify the state and/or country that issued the number to you. If you do not have a state tax identification number, enter the Federal Employers Identification Number (FEIN) issued to your business, or if no FEIN number is required, enter your personal driver's license number and the state in which it is issued. Foreign diplomats and consular personnel must enter the individual tax identification number shown on the sales tax exemption card issued to you by the United States Department of State's Office of Foreign Missions.

**Multistate Purchasers:** The purchaser should enter its headquarters address as its business address.

4. **Type of business:** Circle the number that best describes your business or organization. If none of the categories apply, circle number 20 and provide a brief description.
5. **Reason for exemption:** Circle the exemption that applies to you or your business and enter the additional information requested for that exemption. If the member state that is due tax on your purchase does not require the additional information requested for the exemption reason code circled, enter "NA" for not applicable on the appropriate line. If an exemption that is not listed applies, circle "M Other" and enter an explanation. The explanation for "M Other" must include a clear and concise explanation of the reason for the exemption claimed.

**Multistate Purchasers:** Attach the *SSUTA Certificate of Exemption – Multistate Supplemental Form* and indicate the applicable reason for exemption and identification number (if required) for each of the additional states in which the purchaser wishes to claim exemption from tax.

**CAUTION:** The exemptions listed are general exemptions most commonly allowed by member states. However, each state's laws governing exemptions are different. Not all of the reasons listed may be valid exemptions in the state in which you are claiming exemption. In addition, each state has other exemptions that may not be listed on this form. To determine what sales and use tax exemptions are allowed in a particular state refer to the state's web site or other information available relating to that state's exemptions.

**Seller:** You are required to maintain proper records of exempt transactions and provide those records, to Member states of the SST Governing Board, Inc., when requested. These certificates may be provided in paper or electronic format. Exemption certificates must be made available to Member states in the form it is maintained.

You are relieved of the responsibility for collecting and remitting sales tax on the sale or sales for which the purchaser provided you with this exemption certificate, even if it is ultimately determined that the purchaser improperly claimed an exemption, provided all of the following conditions are met:

1. All fields on the exemption certificate are completed by the purchaser;
2. The fully completed exemption certificate is provided to you at the time of sale;
3. The purchaser claims an entity-based exemption on a purchase made at a seller's location in a state that allows the exemption;
4. If a business purchaser claims a multiple points of use exemption reason code, the items being purchased are not tangible personal property other than computer software;
5. You do not fraudulently fail to collect the tax due; and
6. You do not solicit customers to unlawfully claim an exemption.

## Reasons for Exemption - Additional Information for South Dakota Exemptions

- A. Federal Government must indicate the agency name on the certificate.
- B. State and local agencies include public or municipal corporations of the State of South Dakota; municipal or volunteer fire or ambulance departments; public schools, including K-12, universities, and technical institutes that are supported by the State of South Dakota; or public or municipal corporations of South Dakota.

Government entities must provide an exemption certificate to the vendor or the vendor must keep documentation to show the purchase was paid from government funds. Documentation may include a purchase order or a check stub. Government entities are not required to list an exemption number on the exemption certificate. Agencies that have exemption numbers should include that number on the certificate section 3, Line C. If they do not have a tax ID, enter their FEIN in Section 3, Line D. ***Purchases made by an employee who is reimbursed by government funds are taxable.***

- C. Tribal Government must indicate the agency name on the certificate. Enter FEIN in Section 3, line D.
- D. Foreign diplomats will have a card that contains their identification and information about the extent of their tax exemption. If the official qualifies for the exemption, write the individual tax exemption number from the card on the exemption certificate, Section 3, Line F.
- E. Charitable organizations include non-profit hospitals and relief agencies. Relief agencies must have a permit from the Department of Revenue & Regulation. Enter tax ID number in Section 3, line C.
- F. Religious and private schools must have a permit from the Department of Revenue & Regulation. Enter tax ID number in section 3 line C. ***Churches are NOT exempt from South Dakota sales or use tax.***

**Employee Purchases** - The exemption from sales and use tax for the above agencies does not extend to the purchase of products or services for the personal use of officials, members, or employees of such institutions. The exempt entity must pay the vendor from the exempt entity's funds. Payment may be made by the exempt entity's check or credit card.

- G. Resale or Re-lease – **South Dakota tax permits that contain the letters "UT" or "ET" cannot purchase products for resale.** Enter tax ID number in section 3, line C.
- H. Agricultural Products - Purchasers of products and services that are exempt when used exclusively by the purchaser for agricultural purposes must complete an exemption certificate if there is doubt as to the intended usage. **Repair, Repair Parts, and Maintenance Items and Services Tax Exemption** – Maintenance items, services and repairs, including parts, for farm machinery, farm machinery attachments units and irrigation equipment used primarily for agricultural purposes are exempt from sales and use tax. Exempt parts must replace a farm machinery, farm machinery attachment unit, or irrigation equipment part that has a specific or generic part number assigned to it by the farm implement manufacturer. **List the product or service that is being purchased exempt from tax.** South Dakota does not require a tax ID number when purchasing exempt agricultural products or services for Agricultural use. Purchasers from states other than SD should provide their FEIN (line D) or Drivers License (line E).
- I. Industrial product/manufacturing – South Dakota does not exempt Industrial or manufacturing equipment.
- J. Direct Payment Permit - The direct payment permit holder may purchase products without sales tax and remits use tax directly to the state. Enter tax ID number in section 3, line C.
- K. Multiple Point of Use - A purchaser that knows at the time of purchase that the product will be concurrently available for use in more than one jurisdiction may purchase those items without tax and is then responsible for remitting use tax to each jurisdiction where the product is used. Enter tax ID number in section 3, line C.
- L. Direct Mail – A purchaser of direct mail may provide the seller a direct mail form. The purchaser is responsible for remitting use tax. Enter Tax ID number in section 3, line C.
- M. Other - Must include a clear and concise explanation of the reason for the exemption claimed.

**For additional information please review the Exemption Certificate Tax Facts available at [www.state.sd.us/drr](http://www.state.sd.us/drr) or by calling 1-800-829-9188.**