



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0044001342		PAGE OF 1 6	
2. CONTRACT NO. 140L5725P0011		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DOILFBO250001		6. SOLICITATION ISSUE DATE 12/13/2024
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Daniel Walker			b. TELEPHONE NUMBER (No collect calls) 8015394219		8. OFFER DUE DATE/LOCAL TIME MS
9. ISSUED BY BLM UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) 561612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) SIZE STANDARD: \$29</div>			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED <input type="checkbox"/> ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO BLM-UT MONTICELLO FIELD OFFICE 365 N MAIN ST PO BOX 7 MONTICELLO UT 84535				16. ADMINISTERED BY BLM UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101			
17a. CONTRACTOR/ OFFEROR COUNTY OF SAN JUAN Attn: Sheriff Lehi Lacy 117 S MAIN ST MONTICELLO UT 84535-7866  TELEPHONE NO. 435-459-3415		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury <a href="https://www.ipp.gov">https://www.ipp.gov</a>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: WCVABP2FEVA2  140L5725P0011 SAN JUAN COUNTY LAW ENFORCEMENT SERVICES  Purpose: The purpose of this purchase order is to provide law enforcement services throughout San Juan County in accordance with attached Statement of Work.  Description: (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Government Use Only) \$33,618.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  Date: 2025.03.21 14:14:13 -06'00'			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Daniel Walker			31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>1. This purchase order is for the base year of 3/21/2025 through 3/20/2026.</p> <p>2. Vendor is required to submit quarterly invoices IAW Statement of Work online at www.IPP.gov with supporting documentation.</p> <p>3. Changes to this purchase order can only be made by the Contracting Officer.</p> <p>4. Points of contact for this award:</p> <p>San Juan County: Sheriff Lehi Lacy llacy@sanjuancountyut.gov</p> <p>Contracting Officer's Representative: Dave Hoeper 435-259-2109 dhoeper@blm.gov</p> <p>Contracting Officer: Daniel Walker 801-539-4219 dlwalker@blm.gov</p> <p>Delivery: 03/20/2026 Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF SAN JUAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 03/21/2025 to 03/20/2026				
00010	<p>San Juan County Law Enforcement Patrol Services - Base Year</p> <p>Hourly Rate = \$43.10</p> <p>Not to Exceed 780 hours</p> <p>Accounting Info:  01 Account Assignm: K G/L Account: 610000252K  Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L10200000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 01  Funded: \$2,900.00  Accounting Info:  02 Account Assignm: K G/L Account: 610000252K  Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L10300000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 02  Funded: \$1,200.00  Accounting Info:  03 Account Assignm: K G/L Account: 610000252K  Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L10500000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 03  Funded: \$3,221.00  Accounting Info:  04 Account Assignm: K G/L Account: 610000252K  Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L11600000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 Project/WBS: LX.SI.WATR0000 PR Acct Assign: 04  Funded: \$1,000.00  Accounting Info:  05 Account Assignm: K G/L Account: 610000252K  Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L11700000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 Project/WBS: LX.SI.WILD0000 PR Acct Assign: 05  Funded: \$2,500.00  Continued ...</p>				33,618.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5725P0011PAGE OF  
4 6NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF SAN JUAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 06 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L12100000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 06 Funded: \$2,700.00 Accounting Info: 07 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L12200000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 07 Funded: \$1,600.00 Accounting Info: 08 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L13100000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 08 Funded: \$3,000.00 Accounting Info: 09 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L13300000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 09 Funded: \$3,700.00 Accounting Info: 10 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L16100000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 PR Acct Assign: 10 Funded: \$2,522.00 Accounting Info: 11 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L17110000.NU0000 Fund: 256L1109AF Fund Center: LLUTY00000 Project/WBS: LX.SS.J0650000 PR Acct Assign: 11 Funded: \$6,318.00 Accounting Info: 12 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5725P0011

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5 6

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF SAN JUAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	L12320000.NU0000 Fund: 20XL5413AR Fund Center: LLUTY00000 Project/WBS: LV.RD.UT140000 PR Acct Assign: 12 Funded: \$1,234.00 Accounting Info: 13 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L12320000.NU0000 Fund: 22XL5413AR Fund Center: LLUTY00000 Project/WBS: LV.RD.UT140000 PR Acct Assign: 13 Funded: \$723.00 Accounting Info: 14 Account Assignm: K G/L Account: 610000252K Business Area: L000 Commitment Item: 252K00 Cost Center: LLUTY00000 Functional Area: L12320000.NU0000 Fund: 24XL5413AR Fund Center: LLUTY00000 Project/WBS: LV.RD.UT140000 PR Acct Assign: 14 Funded: \$1,000.00				
00020	San Juan County Law Enforcement Patrol Services - Option Year 1  Hourly Rate = \$45.25  Not to Exceed 780 hours  Amount: \$35,295.00 (Option Line Item) Anticipated Exercise Date 03/19/2026 Period of Performance: 03/21/2026 to 03/20/2027				0.00
00030	San Juan County Law Enforcement Patrol Services - Option Year 2  Hourly Rate = \$47.51  Not to Exceed 780 hours  Amount: \$37,057.80 (Option Line Item) Anticipated Exercise Date 03/19/2027 Period of Performance: 03/21/2027 to 03/20/2028 Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF SAN JUAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00040	<p>San Juan County Law Enforcement Patrol Services - Option Year 3</p> <p>Hourly Rate = \$49.88</p> <p>Not to Exceed 780 hours</p> <p>Amount: \$38,906.40 (Option Line Item)</p> <p>Anticipated Exercise Date 03/19/2028</p> <p>Period of Performance: 03/21/2028 to 03/20/2029</p>				0.00
00050	<p>San Juan County Law Enforcement Patrol Services - Option Year 4</p> <p>Hourly Rate = \$52.37</p> <p>Not to Exceed 780 hours</p> <p>Amount: \$40,848.60 (Option Line Item)</p> <p>Anticipated Exercise Date 03/19/2029</p> <p>Period of Performance: 03/21/2029 to 03/20/2030</p> <p>The total amount of award: \$185,725.80. The obligation for this award is shown in box 26.</p>				0.00

## **SAN JUAN CO. LAW ENFORCEMENT SERVICES STATEMENT OF WORK**

### **Scope of Work**

- (a) This contract is to obtain law enforcement services to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of public lands. The contractor will enforce the civil and criminal laws of the State and/or county on public lands, waters, roads, and trails administered by the BLM .
- (b) The services required by the BLM in this Statement of Work are of an extraordinary nature outside the scope of normal and routine law enforcement activities on federal public lands administered by the BLM in San Juan County, Utah.

### **General Work Requirements**

- (a) Provide services as listed, for the enforcement of State and local laws relating to the protection of persons and property on federal public lands. The lack of any specific request by the BLM will not limit the authority of the contractor to respond to any situation in a fashion seen fit under State or local law.
  - ☐ Contractor will coordinate with the designated BLM Contracting Officer's Representative (COR) regarding patrol needs and to exchange law enforcement information of benefit to both the contractor and the BLM.
  - ☐ Contractor will issue state citations, when warranted, for violations related to the protection of persons, property and natural resources located on the public lands.
  - ☐ Contractor agrees to conduct patrols by motorized vehicle, foot, all-terrain vehicle, river watercraft, or other means necessary, for the following high use recreation areas within the San Juan County, as well as other high use areas as identified and requested by the BLM COR:
    - Cedar Mesa Special Recreation Management Area
    - Indian Creek Special Recreation Management Area
    - Wray Mesa
    - Montezuma Canyon
    - San Juan River
    - Behind the Rocks area
    - Ken's Lake
    - Black Ridge
    - Beef Basin
    - Kane Creek
    - Dark Canyon Primitive area
    - Canyon Rims SRMA

- Contractor will assign the requested number of officers in addition to the present complement of San Juan County Deputies to the identified public lands, waters, roads, and trails administered by the BLM within the confines of San Juan County. Contractor will work a regularly scheduled or overtime tour on such lands, waters, roads, and trails with special attention given to the high use recreation areas in the Indian Creek and Cedar Mesa Special Recreation Management Areas identified above. Assignment will be for holiday weekends and high use periods identified in this contract. Patrols will focus on public safety and resource protection. This includes the enforcement of off highway vehicle regulations, camping regulations (litter, fire regulations, noise complaints, etc.), protection of paleontological and archaeological resources, cultural sites, alcohol and drug use violations and the prevention/detection of off route vehicle travel.
  
- Contractor will provide law enforcement patrols of the aforementioned public lands on the following holidays and weekends, as well as other high use time periods as identified and requested by the BLM COR (not to exceed 780 hours):
  - In March, approximately 70 hours will be required to patrol during the Spring Break weekends and patrolling for off road use associated with antler hunting and wood gathering.
  - In April, approximately 115 hours will be required to patrol high use weekends and in particular the Easter Weekend.
  - In May, approximately 115 hours will be required to patrol the high use weekends of which Memorial Day weekend is the primary weekend.
  - In June, approximately 75 hours will be required to patrol high use locations during high use periods.
  - In July, approximately 50 hours will be required to patrol high use areas during high use periods. There may be fire restrictions in effect which will require focused patrol activity.
  - In August, approximately 50 hours will be required to patrol high use areas. There may be fire restrictions in effect which will require patrol activity.
  - In September, approximately 115 hours will be required to patrol high use areas. The primary high use period will be Labor Day weekend.
  - In October, approximately 115 hours will be required to patrol high use areas. The primary use periods will be during the hunting seasons, recreation areas and wood gathering.
  - In November, approximately 75 hours will be required to patrol high use areas. The primary use periods will be during the hunting seasons, recreation areas and wood gathering.

- (b) Sworn personnel assigned to duties under this contract will be paid employees of the contractor who have complied with the minimum standards as required by the Utah Peace Officers Standards and Training (P.O.S.T.) Council; and that such, have not been convicted of a misdemeanor crime of domestic violence and are not prohibited from possessing a firearm in accordance with 18 U.S.C. 922(g)(9).



- (c) The contractor will ensure that sworn personnel assigned to duties on federal public lands be made aware of the provisions of the Archaeological Resources Protection Act (16 U.S.C. 470 aa - 470 ll) and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 - 3013), regarding skeletal remains. Contractor shall also ensure personnel conducting the patrols, are instructed that, if possible, not to disturb what possibly may be an archaeological site, on the belief that the presence of skeletal remains is indicative of a crime scene over which they have jurisdiction, without first checking with appropriate BLM Law Enforcement Ranger and/or BLM management personnel. BLM will provide this training to contractor if requested.

### **Deliverables/Reports**

The contractor shall delivery quarterly reports of all noted law enforcement activities including but not limited to:

- (1) number of patrols made;
- (2) hours worked;
- (3) number of public contacts;
- (4) warnings, citations, arrests made on public lands – both misdemeanor and felonies;
- (5) incidents investigated or responded to – including fatalities and accidents involving serious bodily injury; and
- (6) assistance given to BLM personnel.

### **Invoices and Payments**

Itemized invoices for payment will be furnished at the end of each month to the BLM Contracting Officer and PI/Contracting Officer's Representative (COR). The designated BLM PI will certify all invoices for accuracy and verify that patrols were performed within the standards stated above. A copy of the above-mentioned backup documentation/reports should be retained in the contract file, along with the monthly invoice, and/or with the designated BLM PI.

### **Deliverables Table**

	Hourly Rate	Max Hours	Total Value
Base Year 3/21/2025 - 3/20/2026	\$43.10	780	\$33,618.00
Option Year 1 3/21/2026 - 3/20/2027	\$45.25	780	\$35,295.00
Option Year 2 3/21/2027 - 3/20/2028	\$47.51	780	\$37,057.80
Option Year 3 3/21/2028 - 3/20/2029	\$49.88	780	\$38,906.40
Option Year 4 3/21/2029 - 3/20/2030	\$52.37	780	\$40,848.60

### **Payment Schedule**

1 <sup>st</sup> Quarter	March 21 through June 30
2 <sup>nd</sup> Quarter	July 1 through September 30
3 <sup>rd</sup> Quarter	October 1 through December 31
4 <sup>th</sup> Quarter	January 1 through March 20

# Clauses

## **52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)**

### **---Addendum to 52.212-4---**

#### **DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)**

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

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

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

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

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

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

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

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

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the

COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

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

(End of Clause)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of clause)

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

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

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

<https://www.ipp.gov>.

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

**Copy of Contractor's Commercial Invoice shall be uploaded into IPP.**

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

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

(End of Local Clause)

#### **52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

#### **52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)**

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of clause)

### **--- End of Addendum to 52.212-4---**

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

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

(Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

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

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

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

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

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

[ ] (6) [Reserved].

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

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

[X] (9) 52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

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

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

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

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

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

[ ] (14) [Reserved]

[ ] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).  
[ ] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) [Reserve] [d]

[ ] (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).  
[ ] (ii) Alternate I (Mar 2020) of 52.219-6.  
[ ] (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).  
[ ] (ii) Alternate I (Mar 2020) of 52.219-7.  
[ ] (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).  
[ ] (21) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).  
[ ] (ii) Alternate I (Nov 2016) of 52.219-9.  
[ ] (iii) Alternate II (Nov 2016) of 52.219-9.  
[ ] (iv) Alternate III (Jun 2020) of 52.219-9.  
[ ] (v) Alternate IV (Sep 2023) of 52.219-9.  
[ ] (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).  
[ ] (ii) Alternate I (Mar 2020) of 52.219-13.  
[ ] (23) 52.219-14, Limitations on Subcontracting (OCT 2022) Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).  
[ ] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).  
[ ] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).  
[X] (26) (i) 52.219-28, Post Award Small Business Program Representation (Feb 2024) (15 U.S.C. 632(a)(2)).  
[ ] (ii) Alternate I (MAR 2020) of 52.219-28.  
[ ] (27) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).  
[ ] (28) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).  
[ ] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).  
[ ] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).  
[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).  
[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024) (E.O.13126).  
[X] (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  
[X] (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).  
[ ] (ii) Alternate I (Feb 1999) of 52.222-26.  
[X] (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).  
[ ] (ii) Alternate I (Jul 2014) of 52.222-35.  
[X] (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).  
[ ] (ii) Alternate I (Jul 2014) of 52.222-36.  
[X] (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).  
[ ] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  
[X] (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
[ ] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).  
[X] (40) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)  
[ ] (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- [ ] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (42) [52.223-11](#), *Ozone-Depleting Substances* and High Global Warming Potential Hydrofluorocarbons (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- [ ] (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- [ ] (44) [52.223-20](#), Aerosols (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- [ ] (45) [52.223-21](#), Foams (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- [ ] (46) [52.223-23](#), *Sustainable Products and Services* (May 2024) ( [E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671i](#)).
- [ ] (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- [ ] (ii) Alternate I (Jan 2017) of 52.224-3.
- [ ] (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- [ ] (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [ ] (ii) Alternate I [Reserved].
- [ ] (iii) Alternate II (Dec 2022) of 52.225-3.
- [ ] (iv) Alternate III (NOV 2023) of 52.225-3.
- [ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- [ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [X] (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( [E.O. 13513](#)).
- [ ] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- [X] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- [ ] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- [X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- [ ] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- [ ] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- [ ] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [ ] (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d) (13)).
- [ ] (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- [ ] (ii) Alternate I (Apr 2003) of 52.247-64.
- [ ] (iii) Alternate II (Nov 2021) of 52.247-64.

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

[X] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).  
[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

**Employee Class Monetary Wage-Fringe Benefits**


*[List as necessary]*

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).  
[X] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).  
[ ] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).  
[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).  
[X] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).  
[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  
[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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



- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).
- (ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712).
- (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).
- (B) Alternate I (Dec 2023) of 52.204–30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (x) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).
- (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).
- (xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).
- (xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

(B) Alternate I (Jan 2017) of 52.224-3.

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

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

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

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

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

(End of clause)

Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

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## **Contract Documents, Exhibits, or Attachments**

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"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 2015-5497 Revision No.: 24 Date Of Last Revision: 12/23/2024
Division of Wage Determinations		

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 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 2025.

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

State: Utah

Area: Utah Counties of Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.04***
01012 - Accounting Clerk II		19.12
01013 - Accounting Clerk III		21.39
01020 - Administrative Assistant		29.27
01035 - Court Reporter		20.34
01041 - Customer Service Representative I		14.49***
01042 - Customer Service Representative II		15.81***
01043 - Customer Service Representative III		17.74***
01051 - Data Entry Operator I		15.38***
01052 - Data Entry Operator II		16.78***
01060 - Dispatcher, Motor Vehicle		25.50
01070 - Document Preparation Clerk		16.20***
01090 - Duplicating Machine Operator		16.20***
01111 - General Clerk I		15.14***
01112 - General Clerk II		16.52***

01113 - General Clerk III	18.54
01120 - Housing Referral Assistant	22.68
01141 - Messenger Courier	18.74
01191 - Order Clerk I	16.52***
01192 - Order Clerk II	18.02
01261 - Personnel Assistant (Employment) I	18.18
01262 - Personnel Assistant (Employment) II	20.34
01263 - Personnel Assistant (Employment) III	22.68
01270 - Production Control Clerk	26.64
01290 - Rental Clerk	17.36***
01300 - Scheduler, Maintenance	18.18
01311 - Secretary I	18.18
01312 - Secretary II	20.34
01313 - Secretary III	22.68
01320 - Service Order Dispatcher	22.79
01410 - Supply Technician	29.27
01420 - Survey Worker	18.34
01460 - Switchboard Operator/Receptionist	16.26***
01531 - Travel Clerk I	15.27***
01532 - Travel Clerk II	16.25***
01533 - Travel Clerk III	17.75
01611 - Word Processor I	16.20***
01612 - Word Processor II	18.18
01613 - Word Processor III	20.34
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.66
05010 - Automotive Electrician	21.41
05040 - Automotive Glass Installer	20.06
05070 - Automotive Worker	20.06
05110 - Mobile Equipment Servicer	17.30***
05130 - Motor Equipment Metal Mechanic	22.77
05160 - Motor Equipment Metal Worker	20.06
05190 - Motor Vehicle Mechanic	22.77
05220 - Motor Vehicle Mechanic Helper	15.94***
05250 - Motor Vehicle Upholstery Worker	18.67
05280 - Motor Vehicle Wrecker	20.06
05310 - Painter, Automotive	21.41
05340 - Radiator Repair Specialist	20.06
05370 - Tire Repairer	16.59***
05400 - Transmission Repair Specialist	22.77
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.73***
07041 - Cook I	16.93***
07042 - Cook II	19.62
07070 - Dishwasher	13.41***
07130 - Food Service Worker	14.47***
07210 - Meat Cutter	18.25
07260 - Waiter/Waitress	13.52***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.87
09040 - Furniture Handler	16.51***
09080 - Furniture Refinisher	26.87
09090 - Furniture Refinisher Helper	20.01
09110 - Furniture Repairer, Minor	23.43
09130 - Upholsterer	26.87
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.85***
11060 - Elevator Operator	15.81***
11090 - Gardener	25.34
11122 - Housekeeping Aide	15.81***
11150 - Janitor	15.81***
11210 - Laborer, Grounds Maintenance	19.26
11240 - Maid or Houseman	15.91***
11260 - Pruner	17.69***
11270 - Tractor Operator	23.34

11330 - Trail Maintenance Worker	19.26
11360 - Window Cleaner	17.50***
12000 - Health Occupations	
12010 - Ambulance Driver	17.10***
12011 - Breath Alcohol Technician	22.04
12012 - Certified Occupational Therapist Assistant	30.24
12015 - Certified Physical Therapist Assistant	29.24
12020 - Dental Assistant	17.57***
12025 - Dental Hygienist	37.67
12030 - EKG Technician	33.41
12035 - Electroneurodiagnostic Technologist	33.41
12040 - Emergency Medical Technician	17.10***
12071 - Licensed Practical Nurse I	19.70
12072 - Licensed Practical Nurse II	22.04
12073 - Licensed Practical Nurse III	24.57
12100 - Medical Assistant	18.39
12130 - Medical Laboratory Technician	27.37
12160 - Medical Record Clerk	17.19***
12190 - Medical Record Technician	20.15
12195 - Medical Transcriptionist	19.70
12210 - Nuclear Medicine Technologist	48.46
12221 - Nursing Assistant I	13.05***
12222 - Nursing Assistant II	14.68***
12223 - Nursing Assistant III	16.02***
12224 - Nursing Assistant IV	17.98
12235 - Optical Dispenser	18.17
12236 - Optical Technician	19.70
12250 - Pharmacy Technician	20.85
12280 - Phlebotomist	18.03
12305 - Radiologic Technologist	33.24
12311 - Registered Nurse I	26.48
12312 - Registered Nurse II	32.38
12313 - Registered Nurse II, Specialist	32.38
12314 - Registered Nurse III	39.18
12315 - Registered Nurse III, Anesthetist	39.18
12316 - Registered Nurse IV	46.96
12317 - Scheduler (Drug and Alcohol Testing)	27.31
12320 - Substance Abuse Treatment Counselor	17.22***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49***
13012 - Exhibits Specialist II	20.44
13013 - Exhibits Specialist III	25.00
13041 - Illustrator I	19.42
13042 - Illustrator II	24.06
13043 - Illustrator III	29.43
13047 - Librarian	22.73
13050 - Library Aide/Clerk	16.40***
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	18.22
13061 - Media Specialist I	14.81***
13062 - Media Specialist II	16.57***
13063 - Media Specialist III	18.48
13071 - Photographer I	17.15***
13072 - Photographer II	19.26
13073 - Photographer III	23.77
13074 - Photographer IV	29.08
13075 - Photographer V	35.18
13090 - Technical Order Library Clerk	20.74
13110 - Video Teleconference Technician	16.34***
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.31
14042 - Computer Operator II	23.85
14043 - Computer Operator III	26.59
14044 - Computer Operator IV	29.54

14045 - Computer Operator V	32.71
14071 - Computer Programmer I (see 1)	23.80
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	21.31
14160 - Personal Computer Support Technician	29.54
14170 - System Support Specialist	32.71
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	42.72
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	29.06
15070 - Flight Instructor (Pilot)	42.72
15080 - Graphic Artist	26.18
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.72
15086 - Maintenance Test Pilot, Rotary Wing	42.72
15088 - Non-Maintenance Test/Co-Pilot	42.72
15090 - Technical Instructor	25.72
15095 - Technical Instructor/Course Developer	31.47
15110 - Test Proctor	20.77
15120 - Tutor	20.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.22***
16030 - Counter Attendant	11.22***
16040 - Dry Cleaner	14.92***
16070 - Finisher, Flatwork, Machine	11.22***
16090 - Presser, Hand	11.22***
16110 - Presser, Machine, Drycleaning	11.22***
16130 - Presser, Machine, Shirts	11.22***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.22***
16190 - Sewing Machine Operator	16.01***
16220 - Tailor	16.95***
16250 - Washer, Machine	12.52***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.87
19040 - Tool And Die Maker	33.44
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.94
21030 - Material Coordinator	26.64
21040 - Material Expediter	26.64
21050 - Material Handling Laborer	18.35
21071 - Order Filler	16.89***
21080 - Production Line Worker (Food Processing)	23.94
21110 - Shipping Packer	17.91
21130 - Shipping/Receiving Clerk	17.91
21140 - Store Worker I	15.02***
21150 - Stock Clerk	19.04
21210 - Tools And Parts Attendant	23.94
21410 - Warehouse Specialist	23.94
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.96
23019 - Aircraft Logs and Records Technician	23.17
23021 - Aircraft Mechanic I	28.26
23022 - Aircraft Mechanic II	29.96
23023 - Aircraft Mechanic III	31.45
23040 - Aircraft Mechanic Helper	19.79
23050 - Aircraft, Painter	26.57
23060 - Aircraft Servicer	23.17
23070 - Aircraft Survival Flight Equipment Technician	26.57
23080 - Aircraft Worker	24.90

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.90
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.26
23110 - Appliance Mechanic	26.87
23120 - Bicycle Repairer	18.85
23125 - Cable Splicer	32.51
23130 - Carpenter, Maintenance	23.91
23140 - Carpet Layer	25.17
23160 - Electrician, Maintenance	29.41
23181 - Electronics Technician Maintenance I	27.56
23182 - Electronics Technician Maintenance II	29.41
23183 - Electronics Technician Maintenance III	31.30
23260 - Fabric Worker	23.43
23290 - Fire Alarm System Mechanic	28.26
23310 - Fire Extinguisher Repairer	21.73
23311 - Fuel Distribution System Mechanic	33.98
23312 - Fuel Distribution System Operator	25.84
23370 - General Maintenance Worker	22.62
23380 - Ground Support Equipment Mechanic	28.26
23381 - Ground Support Equipment Servicer	23.17
23382 - Ground Support Equipment Worker	24.90
23391 - Gunsmith I	21.73
23392 - Gunsmith II	25.17
23393 - Gunsmith III	28.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.70
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.24
23430 - Heavy Equipment Mechanic	27.13
23440 - Heavy Equipment Operator	25.58
23460 - Instrument Mechanic	28.58
23465 - Laboratory/Shelter Mechanic	26.87
23470 - Laborer	18.35
23510 - Locksmith	26.87
23530 - Machinery Maintenance Mechanic	36.82
23550 - Machinist, Maintenance	29.74
23580 - Maintenance Trades Helper	14.80***
23591 - Metrology Technician I	28.58
23592 - Metrology Technician II	30.30
23593 - Metrology Technician III	31.80
23640 - Millwright	28.58
23710 - Office Appliance Repairer	26.87
23760 - Painter, Maintenance	23.40
23790 - Pipefitter, Maintenance	30.73
23810 - Plumber, Maintenance	28.89
23820 - Pneudraulic Systems Mechanic	28.58
23850 - Rigger	28.58
23870 - Scale Mechanic	25.17
23890 - Sheet-Metal Worker, Maintenance	28.58
23910 - Small Engine Mechanic	25.17
23931 - Telecommunications Mechanic I	31.47
23932 - Telecommunications Mechanic II	33.35
23950 - Telephone Lineman	28.58
23960 - Welder, Combination, Maintenance	25.95
23965 - Well Driller	29.44
23970 - Woodcraft Worker	28.58
23980 - Woodworker	21.73
24000 - Personal Needs Occupations	
24550 - Case Manager	17.25***
24570 - Child Care Attendant	14.56***
24580 - Child Care Center Clerk	18.16
24610 - Chore Aide	15.24***
24620 - Family Readiness And Support Services Coordinator	17.25***

24630 - Homemaker	17.25***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.38
25040 - Sewage Plant Operator	29.18
25070 - Stationary Engineer	31.38
25190 - Ventilation Equipment Tender	21.97
25210 - Water Treatment Plant Operator	29.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.85
27007 - Baggage Inspector	17.88
27008 - Corrections Officer	26.04
27010 - Court Security Officer	24.58
27030 - Detection Dog Handler	20.00
27040 - Detention Officer	26.04
27070 - Firefighter	24.27
27101 - Guard I	17.88
27102 - Guard II	20.00
27131 - Police Officer I	27.60
27132 - Police Officer II	30.68
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.02
28042 - Carnival Equipment Repairer	19.57
28043 - Carnival Worker	13.66***
28210 - Gate Attendant/Gate Tender	19.44
28310 - Lifeguard	14.65***
28350 - Park Attendant (Aide)	21.74
28510 - Recreation Aide/Health Facility Attendant	15.86***
28515 - Recreation Specialist	26.94
28630 - Sports Official	17.30***
28690 - Swimming Pool Operator	23.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.46
29020 - Hatch Tender	30.46
29030 - Line Handler	30.46
29041 - Stevedore I	28.35
29042 - Stevedore II	32.52
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	21.01
30022 - Archeological Technician II	22.23
30023 - Archeological Technician III	27.53
30030 - Cartographic Technician	27.53
30040 - Civil Engineering Technician	26.97
30051 - Cryogenic Technician I	29.87
30052 - Cryogenic Technician II	33.00
30061 - Drafter/CAD Operator I	21.01
30062 - Drafter/CAD Operator II	22.23
30063 - Drafter/CAD Operator III	24.78
30064 - Drafter/CAD Operator IV	30.21
30081 - Engineering Technician I	18.73
30082 - Engineering Technician II	21.03
30083 - Engineering Technician III	23.53
30084 - Engineering Technician IV	29.15
30085 - Engineering Technician V	35.65
30086 - Engineering Technician VI	43.13
30090 - Environmental Technician	29.84
30095 - Evidence Control Specialist	26.97
30210 - Laboratory Technician	26.41
30221 - Latent Fingerprint Technician I	29.87
30222 - Latent Fingerprint Technician II	33.00
30240 - Mathematical Technician	27.53
30361 - Paralegal/Legal Assistant I	20.86
30362 - Paralegal/Legal Assistant II	25.85



30363 - Paralegal/Legal Assistant III	31.61
30364 - Paralegal/Legal Assistant IV	38.25
30375 - Petroleum Supply Specialist	33.00
30390 - Photo-Optics Technician	27.53
30395 - Radiation Control Technician	33.00
30461 - Technical Writer I	26.97
30462 - Technical Writer II	33.00
30463 - Technical Writer III	39.92
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	30.21
30502 - Weather Forecaster II	36.75
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.78
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.53
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	15.05***
31030 - Bus Driver	21.36
31043 - Driver Courier	19.00
31260 - Parking and Lot Attendant	14.24***
31290 - Shuttle Bus Driver	18.76
31310 - Taxi Driver	14.26***
31361 - Truckdriver, Light	20.64
31362 - Truckdriver, Medium	22.60
31363 - Truckdriver, Heavy	26.49
31364 - Truckdriver, Tractor-Trailer	26.49
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	13.79***
99050 - Desk Clerk	14.39***
99095 - Embalmer	33.91
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	17.09***
99252 - Laboratory Animal Caretaker II	18.55
99260 - Marketing Analyst	28.65
99310 - Mortician	33.91
99410 - Pest Controller	23.26
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	24.87
99711 - Recycling Specialist	29.90
99730 - Refuse Collector	22.26
99810 - Sales Clerk	15.94***
99820 - School Crossing Guard	14.01***
99830 - Survey Party Chief	20.86
99831 - Surveying Aide	14.86***
99832 - Surveying Technician	18.96
99840 - Vending Machine Attendant	20.81
99841 - Vending Machine Repairer	26.18
99842 - Vending Machine Repairer Helper	20.81

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

specifications;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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

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

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