

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER 0040599758	PAGE OF 1 18
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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER 140A1123P0025	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Nicholas Antal	b. TELEPHONE NUMBER (No collect calls) 6023794482	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY BIA WRO 00011 2600 N CENTRAL AVENUE Contracting Office SUITE 400 MAILROOM Phoenix AZ 85004	CODE A11	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561421 SIZE STANDARD: \$19
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Multiple Destinations	CODE	16. ADMINISTERED BY BIA WRO 00011 2600 N CENTRAL AVENUE Contracting Office SUITE 400 MAILROOM Phoenix AZ 85004	CODE A11
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17a. CONTRACTOR/OFFEROR COUNTY OF TOOELE Attn: Paul Wimmer 47 S MAIN ST TOOELE UT 84074-2131 TELEPHONE NO. 435-277-4238	CODE GMHTDPH2Q2M7	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury https://www.ipp.gov	CODE IPP INV
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: GMHTDPH2Q2M7 Award of 140A1123P0025 1. a. Award is issued for the lump sum of \$10,924.00 for dispatch services Uintah and Ouray Office of Justice Services Skull Valley and Ibabah b. The contractor shall coordinate all services through the designated BIA Person of Contact (POC), Raylene Dodge (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$10,924.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input 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.
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED 05/01/2023. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Nicholas Antal		
30b. NAME AND TITLE OF SIGNER (Type or print) JAMES A. WELCH	30c. DATE SIGNED 5/22/2023	31b. NAME OF CONTRACTING OFFICER (Type or print) Nicholas Antal	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	<p>2. The designated BIA Person of Contact is Raylene Dodge, Law Enforcement Assistant, 435-725-4216</p> <p>05/01/2023-04/30/2024 Base Year 05/01/2024-04/30/2025 Option Year One 05/01/2025-04/30/2026 Option Year Two 05/01/2026-04/30/2027 Option Year Three 05/01/2027-04/30/2028 Option year Four Delivery: 04/30/2024 Period of Performance: 05/01/2023 to 04/30/2028</p> <p>DISPATCH SERVICES U&O Base Year: 05/01/2023-04/30/2024 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER</p> <p>Delivery Location Code: 0010262479 BIA-U & O AGENCY 988 South 7500 East Ft. Duchesne UT 84026 US Amount: \$5,462.00 Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: A000 Commitment Item: 252R00 Cost Center: AAKLH03300 Functional Area: A0J302020.999900 Fund: 234A2100DD Fund Center: Continued ...</p>				5,462.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF TOOELE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	AAKLH03300 PR Acct Assign: 01 Funded: \$5,462.00 Period of Performance: 05/01/2023 to 04/30/2024				
00020	DISPATCH SERVICES ENA Base Year: 05/01/2023-04/30/2024 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER Delivery Location Code: 0009062015 BIA EASTERN NV PO BOX PO BOX 217 OWYHEE NV 89832 US Amount: \$5,462.00 Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: A000 Commitment Item: 252R00 Cost Center: AAKLH03100 Functional Area: A0J302020.999900 Fund: 234A2100DD Fund Center: AAKLH03100 PR Acct Assign: 01 Funded: \$5,462.00 Period of Performance: 05/01/2023 to 04/30/2024				5,462.00
00030	DISPATCH SERVICES U&O 05/01/2024-04/30/2025 Option Year One Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2024 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER Period of Performance: 05/01/2024 to 04/30/2025				0.00
00040	DISPATCH SERVICES ENA 05/01/2024-04/30/2025 Option Year One Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2024 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER Period of Performance: 05/01/2024 to 04/30/2025 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF TOOELE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00050	DISPATCH SERVICES U&O 05/01/2025-04/30/2026 Option Year Two Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2025 Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 05/01/2025 to 04/30/2026				0.00
00060	DISPATCH SERVICES ENA 05/01/2025-04/30/2026 Option Year Two Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2025 Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 05/01/2025 to 04/30/2026				0.00
00070	DISPATCH SERVICES U&O 05/01/2026-04/30/2027 Option Year Three Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2026 Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 05/01/2026 to 04/30/2027				0.00
00080	DISPATCH SERVICES ENA 05/01/2026-04/30/2027 Option Year Three Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2026 Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 05/01/2026 to 04/30/2027				0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF TOOELE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00090	DISPATCH SERVICES U&O 05/01/2027-04/30/2028 Option year Four Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2027 Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 05/01/2027 to 04/30/2028				0.00
00100	DISPATCH SERVICES ENA 05/01/2027-04/30/2028 Option year Four Amount: \$5,462.00 (Option Line Item) Anticipated Exercise Date 04/01/2027 Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER Period of Performance: 05/01/2027 to 04/30/2028				0.00
The total amount of award: \$54,620.00. The obligation for this award is shown in box 26.					

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far>, <http://www.doi.gov/pam>, <http://edocket.access.gpo.gov/2010/2010-7967.htm>

52.202-1	Definitions	Nov 2013
52.204-7	System for Award Management	Oct 2016
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	July 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.212-1	Instructions to Offerors – Commercial Items	Mar 2023
52.212-2	Evaluation – Commercial Items	Nov 2021
52.212-3	Offeror Representations and Certifications –Commercial Items	Dec 2022
52.212-4	Offeror Representations and Certifications –Commercial Items	Dec 2022
52.225-2	Buy American Certificate	Dec 2022
52.223-6	Drug Free Workplace	May 2001
52.232-1	Payments	Apr 1984
52.232-18	Availability of Funds	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.252-2	Clauses Incorporated by Reference	Feb 1998

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Mar 2023)

(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 and Other Covered Entities (NOV 2021) (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.)

XXX (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) [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](#)).

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

__ (10) [Reserved].

__ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

__ (12) [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](#)).

__ (13) [Reserved]

__ (14) __ (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](#).

- __ (15)
 - (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](#).
- (3).
 - __ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#)) and
 - __ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([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 2021) of [52.219-9](#).
 - __ (18) (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](#).
 - __ (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
 - __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
 - __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
 - __ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAT 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
 - __ (ii) Alternate I (MAR 2020) of [52.219-28](#).
 - __ (23) [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\(m\)](#)).
 - __ (24) [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\(m\)](#)).
 - __ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
 - __ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
 - XXX (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

XXX (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).

XXX (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

XXX (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

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

__ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

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

XXX (32) (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](#).

__ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

__ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XXX (35) (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).

__ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

__ (37) (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.)

__ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (OCT 2015) of [52.223-13](#).

__ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of [52.223-14](#).

__ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

__ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (JUN 2014) of [52.223-16](#).

~~XXX~~ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

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

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

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

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

~~XXX~~ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

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

__ (iv) Alternate III (JAN 2021) of [52.225-3](#).

__ (v) Alternate IV (Oct 2022) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

~~XXX~~ (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 (Nov2007) ([42 U.S.C. 5150](#)).

__ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

__ (56) [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](#)).

__ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

XXX (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

__ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

__ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

__ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

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

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

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

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

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

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

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

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

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

XXX (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

— (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) [52.203-19](#), 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)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [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).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([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.

- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [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](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (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).
- (xiv) [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](#)).
- (xv) [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](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [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).
- (xxi) [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](#).
- (xxii) [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](#).

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

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

(End of clause)

52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (June 2020)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed the threshold specified in Federal Acquisition Regulation [22.602](#) on the date of award of this contract, and is subject to [41 U.S.C. chapter 65](#), the following terms and conditions apply:

(a) All stipulations required by [41 U.S.C. chapter 65](#) and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under section 14 of the Fair Labor Standards Act ([41 U.S.C. 6508](#)).

(End of clause)

52.223-10 Waste Reduction Program. (MAY 2011) 52.229-3 Federal, State, and Local Taxes. (May 2011)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act ([42 U.S.C.6962](#), *et seq.*) and implementing regulations (40 CFR Part 247).

(End of clause)

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Renee Holly 2600 N Central Avenue 4th Floor Mail Room Phoenix Arizona 85004. (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of provision)

DIAR 1452.203-70 RESTRICTION ON ENDORSEMENTS - DEPARTMENT OF THE INTERIOR (JUL 1996)

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

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.

1452.233-2 Service of Protest.

As prescribed in 1433.106, the provision at FAR 52.233-2, Service of Protest, shall be modified before insertion into solicitations and contracts by changing the title of the provision to read: "Service of Protest Department of the Interior (JUL 1996) (Deviation)"; and adding the following sentence to the end of the provision:

"(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240."

DIAR 1452.203-70 RESTRICTION ON ENDORSEMENTS - DEPARTMENT OF THE INTERIOR (JUL 1996)

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

Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

Invoicing Requirements Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment 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. 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:

INVOICE CONTENTS:

Invoices will be paid upon approval and acceptance by the Government COR. Invoices must include, as a minimum, the following information:

1. Purchase Order Number
2. CLIN/Item number of deliverable
3. Description of deliverable
4. Price of deliverable
5. Quantity of deliverable
6. Date deliverable was provided to the Government for inspection
7. Serial number/part number if applicable

- The contractor is responsible for ensuring invoices submitted are accurate and complete
- Additional supporting documentation MAY BE REQUESTED at the discretion of the COR

Final Invoice

Within sixty calendar days of product acceptance and/or completion of services:

- a. The contractor shall submit a final invoice, designated as such by a clear statement of "FINAL INVOICE" on the face of the invoice document.
- b. The contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this task order.
- c. The contractor shall provide a release of claims against the government for any further payment under this task order.

The sixty calendar day submission timeframe shall not be extended without written authorization from the contracting officer. In the event items a, b, or c above are not submitted within the authorized timeframe, the contracting officer will make final cost determinations in order to make final payment and close out the contract unilaterally.

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 CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org 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.

To constitute a proper invoice, the invoice must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)".

(End of Custom Clause)

DOI GREENING CLAUSE

A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

Statement of Work
County of Tooele

Background:

The Bureau of Indian Affairs (BIA), Office of Justice Services (OJS), Uintah and Ouray Agency provide Law Enforcement Services to the community the Skull Valley Indian Reservation which is located 45 miles Southwest of Salt Lake City, Utah there are a total of 134 members it is 28.187 square miles.

Law Enforcement officers assist with the public, and other Law Enforcement Agencies in the surrounding area for conducting their services.

Tooele County Telecommunication Center (Dispatch) receive and prioritize 911 emergency and non-emergency telephone calls and also provide radio dispatch services for the Bureau 24 hours a day 7 days a week.

Objectives:

Providing safety for Law Enforcement Officers while patrolling the Skull Valley Reservation in Tooele, Utah.

Also will be providing dispatch services for Ibapah Goshute Tribe.

Scope of Work:

Radio Dispatch Services for the term of 05/01/2023-04/30/2024 Base Year

05/01/2024-04/30/2025 Option Year One

05/01/2025-04/30/2026 Option Year Two

05/01/2026-04/30/2027 Option Year Three

05/01/2027-04/30/2028 Option year Four

Tasks and Requirements: _____

Receive 911 emergency and non-emergency calls and will be operational 24 hrs 7 days a week. Ensure safety of the officer by adequate security checks of on duty officers, also providing ownership, driver license and wanted person checks.

Deliverables and Delivery Schedule:

Tooele County is located east of the Skull Valley Reservation and therefore is available to assist with emergencies to the public 24/7.

Place of Performance:

Tooele County Telecommunications Center, Tooele, Utah

Period of Performance:

5 years or until contract expires

5. BUDGET NOTICE: The County agrees to notify the Bureau by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to the Bureau no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on May 1, 2023, and shall terminate on April 30, 2024, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the Bureau determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the Bureau within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Commission for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this requirement by May 1, 2023 shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for the negligent acts of their own representatives or employees and shall hold the other party harmless from claims made as a result of work performed by reason of this agreement.

DATED this 1st day of May 2023

BUREAU OF INDIAN AFFAIRS

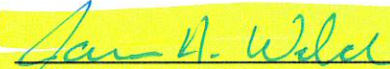
Charles Taylor
Assistant Special Agent in Charge
BIA OJS District III Regional Office

ATTEST:

Raylene Dodge, LEA
BIA-OJS U&O Agency

APPROVED AS TO FORM:

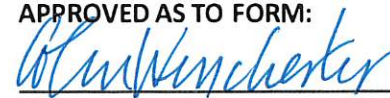
TOOELE COUNTY


Andy Welch, County Manager
Tooele County Council

ATTEST:

 5-26-23
Tracy Shaw
Tooele County Clerk

APPROVED AS TO FORM:

 05/08/2023
Scott Broadhead
Tooele County Attorney

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5489
Revision No.: 20
Date Of Last Revision: 12/27/2022

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.

<p>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:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>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:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>

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.

State: Utah

Area: Utah Counties of Salt Lake, Tooele

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.72
01012 - Accounting Clerk II		18.78
01013 - Accounting Clerk III		21.00
01020 - Administrative Assistant		29.02
01035 - Court Reporter		20.29
01041 - Customer Service Representative I		14.56***
01042 - Customer Service Representative II		15.88***
01043 - Customer Service Representative III		17.83
01051 - Data Entry Operator I		16.54
01052 - Data Entry Operator II		18.05
01060 - Dispatcher, Motor Vehicle		22.12
01070 - Document Preparation Clerk		14.97***
01090 - Duplicating Machine Operator		14.97***
01111 - General Clerk I		14.68***
01112 - General Clerk II		16.02***
01113 - General Clerk III		17.98

01120 - Housing Referral Assistant	22.61
01141 - Messenger Courier	15.74***
01191 - Order Clerk I	16.62
01192 - Order Clerk II	18.13
01261 - Personnel Assistant (Employment) I	18.40
01262 - Personnel Assistant (Employment) II	20.59
01263 - Personnel Assistant (Employment) III	22.94
01270 - Production Control Clerk	23.10
01290 - Rental Clerk	14.38***
01300 - Scheduler, Maintenance	18.13
01311 - Secretary I	18.13
01312 - Secretary II	20.29
01313 - Secretary III	22.61
01320 - Service Order Dispatcher	19.77
01410 - Supply Technician	29.02
01420 - Survey Worker	17.83
01460 - Switchboard Operator/Receptionist	14.60***
01531 - Travel Clerk I	18.14
01532 - Travel Clerk II	19.26
01533 - Travel Clerk III	20.19
01611 - Word Processor I	13.94***
01612 - Word Processor II	15.88***
01613 - Word Processor III	17.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.22
05040 - Automotive Glass Installer	19.88
05070 - Automotive Worker	19.88
05110 - Mobile Equipment Servicer	17.15
05130 - Motor Equipment Metal Mechanic	22.57
05160 - Motor Equipment Metal Worker	19.88
05190 - Motor Vehicle Mechanic	22.57
05220 - Motor Vehicle Mechanic Helper	15.80***
05250 - Motor Vehicle Upholstery Worker	18.50
05280 - Motor Vehicle Wrecker	19.88
05310 - Painter, Automotive	21.22
05340 - Radiator Repair Specialist	19.88
05370 - Tire Repairer	14.55***
05400 - Transmission Repair Specialist	22.57
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.52***
07041 - Cook I	14.77***
07042 - Cook II	17.12
07070 - Dishwasher	11.73***
07130 - Food Service Worker	13.40***
07210 - Meat Cutter	17.96
07260 - Waiter/Waitress	10.80***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.14
09040 - Furniture Handler	13.20***
09080 - Furniture Refinisher	20.76
09090 - Furniture Refinisher Helper	15.46***
09110 - Furniture Repairer, Minor	18.11
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.09***
11060 - Elevator Operator	14.01***
11090 - Gardener	23.85
11122 - Housekeeping Aide	12.84***
11150 - Janitor	12.84***
11210 - Laborer, Grounds Maintenance	18.13
11240 - Maid or Houseman	13.57***
11260 - Pruner	16.20
11270 - Tractor Operator	21.97
11330 - Trail Maintenance Worker	18.13

11360 - Window Cleaner	14.36***
12000 - Health Occupations	
12010 - Ambulance Driver	18.07
12011 - Breath Alcohol Technician	21.81
12012 - Certified Occupational Therapist Assistant	30.56
12015 - Certified Physical Therapist Assistant	29.75
12020 - Dental Assistant	18.08
12025 - Dental Hygienist	37.42
12030 - EKG Technician	33.54
12035 - Electroneurodiagnostic Technologist	33.54
12040 - Emergency Medical Technician	18.07
12071 - Licensed Practical Nurse I	20.74
12072 - Licensed Practical Nurse II	23.21
12073 - Licensed Practical Nurse III	25.87
12100 - Medical Assistant	18.10
12130 - Medical Laboratory Technician	22.71
12160 - Medical Record Clerk	20.32
12190 - Medical Record Technician	22.73
12195 - Medical Transcriptionist	18.38
12210 - Nuclear Medicine Technologist	42.81
12221 - Nursing Assistant I	12.14***
12222 - Nursing Assistant II	13.64***
12223 - Nursing Assistant III	14.89***
12224 - Nursing Assistant IV	16.73
12235 - Optical Dispenser	15.25***
12236 - Optical Technician	18.63
12250 - Pharmacy Technician	18.91
12280 - Phlebotomist	17.66
12305 - Radiologic Technologist	29.64
12311 - Registered Nurse I	24.93
12312 - Registered Nurse II	30.50
12313 - Registered Nurse II, Specialist	30.50
12314 - Registered Nurse III	36.89
12315 - Registered Nurse III, Anesthetist	36.89
12316 - Registered Nurse IV	44.23
12317 - Scheduler (Drug and Alcohol Testing)	28.74
12320 - Substance Abuse Treatment Counselor	29.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.95
13012 - Exhibits Specialist II	24.73
13013 - Exhibits Specialist III	30.25
13041 - Illustrator I	19.29
13042 - Illustrator II	23.90
13043 - Illustrator III	29.24
13047 - Librarian	28.51
13050 - Library Aide/Clerk	14.01***
13054 - Library Information Technology Systems Administrator	25.74
13058 - Library Technician	14.42***
13061 - Media Specialist I	18.57
13062 - Media Specialist II	20.78
13063 - Media Specialist III	23.17
13071 - Photographer I	17.13
13072 - Photographer II	19.16
13073 - Photographer III	23.73
13074 - Photographer IV	29.03
13075 - Photographer V	35.12
13090 - Technical Order Library Clerk	17.59
13110 - Video Teleconference Technician	20.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.99
14042 - Computer Operator II	22.37
14043 - Computer Operator III	24.94
14044 - Computer Operator IV	27.71
14045 - Computer Operator V	30.69

14071 - Computer Programmer I	(see 1)	25.78
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.99
14160 - Personal Computer Support Technician		27.82
14170 - System Support Specialist		32.00
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)		44.10
15050 - Computer Based Training Specialist / Instructor		35.08
15060 - Educational Technologist		29.28
15070 - Flight Instructor (Pilot)		42.75
15080 - Graphic Artist		24.03
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		44.10
15086 - Maintenance Test Pilot, Rotary Wing		44.10
15088 - Non-Maintenance Test/Co-Pilot		44.10
15090 - Technical Instructor		23.72
15095 - Technical Instructor/Course Developer		29.02
15110 - Test Proctor		19.15
15120 - Tutor		19.15
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.41***
16030 - Counter Attendant		10.41***
16040 - Dry Cleaner		13.84***
16070 - Finisher, Flatwork, Machine		10.41***
16090 - Presser, Hand		10.41***
16110 - Presser, Machine, Drycleaning		10.41***
16130 - Presser, Machine, Shirts		10.41***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.41***
16190 - Sewing Machine Operator		14.85***
16220 - Tailor		15.73***
16250 - Washer, Machine		11.62***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.40
19040 - Tool And Die Maker		29.12
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.75
21030 - Material Coordinator		23.10
21040 - Material Expediter		23.10
21050 - Material Handling Laborer		15.59***
21071 - Order Filler		15.15***
21080 - Production Line Worker (Food Processing)		21.75
21110 - Shipping Packer		14.92***
21130 - Shipping/Receiving Clerk		14.92***
21140 - Store Worker I		13.08***
21150 - Stock Clerk		17.66
21210 - Tools And Parts Attendant		21.75
21410 - Warehouse Specialist		21.75
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.49
23019 - Aircraft Logs and Records Technician		23.59
23021 - Aircraft Mechanic I		28.77
23022 - Aircraft Mechanic II		30.49
23023 - Aircraft Mechanic III		32.00
23040 - Aircraft Mechanic Helper		20.13
23050 - Aircraft, Painter		27.04
23060 - Aircraft Servicer		23.59
23070 - Aircraft Survival Flight Equipment Technician		27.04
23080 - Aircraft Worker		25.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.33

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	28.77
II		
23110	- Appliance Mechanic	23.06
23120	- Bicycle Repairer	16.52
23125	- Cable Splicer	46.02
23130	- Carpenter, Maintenance	23.50
23140	- Carpet Layer	19.54
23160	- Electrician, Maintenance	29.02
23181	- Electronics Technician Maintenance I	25.74
23182	- Electronics Technician Maintenance II	27.48
23183	- Electronics Technician Maintenance III	29.23
23260	- Fabric Worker	22.32
23290	- Fire Alarm System Mechanic	24.84
23310	- Fire Extinguisher Repairer	20.69
23311	- Fuel Distribution System Mechanic	29.83
23312	- Fuel Distribution System Operator	22.67
23370	- General Maintenance Worker	21.45
23380	- Ground Support Equipment Mechanic	28.77
23381	- Ground Support Equipment Servicer	23.59
23382	- Ground Support Equipment Worker	25.33
23391	- Gunsmith I	20.69
23392	- Gunsmith II	23.98
23393	- Gunsmith III	27.22
23410	- Heating, Ventilation And Air-Conditioning Mechanic	27.84
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.51
23430	- Heavy Equipment Mechanic	29.02
23440	- Heavy Equipment Operator	23.93
23460	- Instrument Mechanic	29.69
23465	- Laboratory/Shelter Mechanic	25.58
23470	- Laborer	15.59***
23510	- Locksmith	27.71
23530	- Machinery Maintenance Mechanic	27.98
23550	- Machinist, Maintenance	24.67
23580	- Maintenance Trades Helper	16.37
23591	- Metrology Technician I	29.69
23592	- Metrology Technician II	31.47
23593	- Metrology Technician III	33.03
23640	- Millwright	33.39
23710	- Office Appliance Repairer	24.37
23760	- Painter, Maintenance	18.75
23790	- Pipefitter, Maintenance	29.29
23810	- Plumber, Maintenance	27.53
23820	- Pneudraulic Systems Mechanic	27.22
23850	- Rigger	25.37
23870	- Scale Mechanic	23.98
23890	- Sheet-Metal Worker, Maintenance	23.58
23910	- Small Engine Mechanic	22.51
23931	- Telecommunications Mechanic I	29.02
23932	- Telecommunications Mechanic II	30.76
23950	- Telephone Lineman	24.83
23960	- Welder, Combination, Maintenance	23.24
23965	- Well Driller	29.34
23970	- Woodcraft Worker	27.22
23980	- Woodworker	20.69
24000	- Personal Needs Occupations	
24550	- Case Manager	17.64
24570	- Child Care Attendant	11.49***
24580	- Child Care Center Clerk	14.32***
24610	- Chore Aide	14.28***
24620	- Family Readiness And Support Services Coordinator	17.64
24630	- Homemaker	17.64

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.01
25040 - Sewage Plant Operator	24.38
25070 - Stationary Engineer	29.01
25190 - Ventilation Equipment Tender	20.30
25210 - Water Treatment Plant Operator	24.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.12
27007 - Baggage Inspector	15.33***
27008 - Corrections Officer	21.36
27010 - Court Security Officer	22.12
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	21.36
27070 - Firefighter	22.87
27101 - Guard I	15.33***
27102 - Guard II	18.83
27131 - Police Officer I	27.68
27132 - Police Officer II	30.76
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.58***
28042 - Carnival Equipment Repairer	16.92
28043 - Carnival Worker	11.50***
28210 - Gate Attendant/Gate Tender	15.16***
28310 - Lifeguard	12.14***
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38***
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51***
28690 - Swimming Pool Operator	19.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.20
29020 - Hatch Tender	29.20
29030 - Line Handler	29.20
29041 - Stevedore I	27.19
29042 - Stevedore II	31.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	17.66
30022 - Archeological Technician II	19.75
30023 - Archeological Technician III	24.47
30030 - Cartographic Technician	24.47
30040 - Civil Engineering Technician	30.28
30051 - Cryogenic Technician I	27.10
30052 - Cryogenic Technician II	29.93
30061 - Drafter/CAD Operator I	17.66
30062 - Drafter/CAD Operator II	19.75
30063 - Drafter/CAD Operator III	22.02
30064 - Drafter/CAD Operator IV	27.10
30081 - Engineering Technician I	15.21***
30082 - Engineering Technician II	17.07
30083 - Engineering Technician III	19.10
30084 - Engineering Technician IV	23.67
30085 - Engineering Technician V	31.46
30086 - Engineering Technician VI	35.02
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	24.47
30210 - Laboratory Technician	22.55
30221 - Latent Fingerprint Technician I	27.10
30222 - Latent Fingerprint Technician II	29.93
30240 - Mathematical Technician	27.53
30361 - Paralegal/Legal Assistant I	19.73
30362 - Paralegal/Legal Assistant II	24.44
30363 - Paralegal/Legal Assistant III	29.90

30364 - Paralegal/Legal Assistant IV	36.18
30375 - Petroleum Supply Specialist	29.93
30390 - Photo-Optics Technician	24.47
30395 - Radiation Control Technician	29.93
30461 - Technical Writer I	24.88
30462 - Technical Writer II	30.43
30463 - Technical Writer III	36.81
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.10
30502 - Weather Forecaster II	32.97
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.02
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.47
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.34***
31030 - Bus Driver	18.93
31043 - Driver Courier	17.30
31260 - Parking and Lot Attendant	14.17***
31290 - Shuttle Bus Driver	18.18
31310 - Taxi Driver	15.58***
31361 - Truckdriver, Light	18.78
31362 - Truckdriver, Medium	20.26
31363 - Truckdriver, Heavy	23.70
31364 - Truckdriver, Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.65***
99050 - Desk Clerk	13.95***
99095 - Embalmer	36.75
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	12.78***
99252 - Laboratory Animal Caretaker II	13.88***
99260 - Marketing Analyst	29.45
99310 - Mortician	36.75
99410 - Pest Controller	18.73
99510 - Photofinishing Worker	15.04***
99710 - Recycling Laborer	24.12
99711 - Recycling Specialist	29.24
99730 - Refuse Collector	21.57
99810 - Sales Clerk	14.13***
99820 - School Crossing Guard	14.04***
99830 - Survey Party Chief	30.00
99831 - Surveying Aide	21.38
99832 - Surveying Technician	27.26
99840 - Vending Machine Attendant	17.51
99841 - Vending Machine Repairer	22.03
99842 - Vending Machine Repairer Helper	17.51

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 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.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 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))."