



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Farmington District Office
6251 College Blvd. - Suite A
Farmington, New Mexico 87402
www.blm.gov/nm



In Reply Refer To:
1510(954)

June 28, 2018

Santa Fe County
Attn: Katherine Miller
102 Grant Ave.
Santa Fe, NM 87501-2061

Dear Ms. Miller:

Your offer in the amount of \$15,000 for the County of Santa Fe Law Enforcement Services is accepted and award of 140L2218P0015 is hereby made. Pursuant to the provision regarding the Contracting Officer's Representative (COR) as set forth in the above cited contract, the following individual has been appointed as the COR for technical purposes applicable to this contract:

| <u>NAME</u> | <u>ORGANIZATIONAL ADDRESS</u> | <u>TELEPHONE</u> |
|---------------|---|------------------|
| Linda Montano | New Mexico State Office Investigative Technician 301 Dinosaur Trail Santa Fe, NM 87508 lmontano@blm.gov | 505-954-2205 |

As the authority delegated to the above COR is limited, I am enclosing a copy of the COR's appointment memorandum so that you may be fully cognizant of those limitations.

For purely technical matters, you are encouraged to correspond directly with the COR. A copy of all such correspondence must be concurrently forwarded to the Contracting Officer.

For correspondence and matters of a contractual nature, other than technical, please correspond with the Contracting Officer.

Enclosed is a copy of the appointment memoranda for the COR. Please acknowledge receipt of these appointment memoranda by signing the enclosed acknowledgment and returning it to the Contracting Officer.

Regards,

/s/Eleanor Tippeconnie
Contract Specialist

Enclosures:

- Encl. 1 – Contractor's Acknowledgment
- Encl. 2 – COR's Appointment Memorandum

CONTRACTOR ACKNOWLEDGEMENT

I hereby acknowledge the receipt of the Contracting Officer's Representative (COR) appointment memorandum for Contract No. 140L2218P0015. I also accept the terms and conditions of Contract No. 140L2218P0015.

10.5.18
(Date)

Katherine Miller
(Printed Name)

Katherine Miller
(Signature)

County Manager
(Title)

Approved as to form
Santa Fe County Attorney

By: [Signature]
Date: 10/1/18

[Signature]
Finance Director
10/3/18

1000

1000

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Farmington District Office
6251 College Blvd. - Suite A
Farmington, New Mexico 87402
www.blm.gov/nm



In Reply Refer To:
1510(954)

June 28, 2018

DELEGATION OF AUTHORITY TO CONTRACTING OFFICER'S REPRESENTATIVE

Memorandum

To: Linda Montano

From: Eleanor Tippeconnie

Subject: Appointment as the Contracting Officer's Representative, Contract Number 140L2218P0015;

Title: County of Santa Fe Law Enforcement Service Contract

1. You are hereby appointed as the Contracting Officer's Representative (COR) under the above-cited contract.
2. This appointment shall remain in effect for the life of the contract unless:
 - a. The appointment is terminated in writing by the undersigned Contracting Officer or by his/her successor; or,
 - b. You are reassigned; or,
 - c. Your employment with the Government is terminated.
3. You shall represent the Contracting Officer for all technical matters that arise under the aforesaid contract. In this respect, Federal Acquisition Regulations require that you:
 - a. Shall familiarize yourself with the terms and conditions of the contract and particularly those which fall within the area of your authority;
 - b. Shall remain cognizant of the Contractor's Technical efforts and progress, and discuss these matters with him/her, as appropriate;
 - c. May respond to the Contractor's inquiries on purely technical aspects of the contract;
 - d. Under cost reimbursement and time and material contracts, shall exercise appropriate surveillance of the Contractor's performance to be reasonable assured that the Contractor is not using inefficient or wasteful methods.
 - e. Shall review Contractor's progress reporting to determine if there has been technical and/or physical progress commensurate with the level of expenditures;
 - f. Shall advise the Contracting Officer of any unusual problems affecting the progress or cost of the contract.
 - g. If designated to do so in the contract document, you shall inspect the supplies/services delivered for conformance with the contract work statement and specification requirements and recommend to the contracting Officer acceptance or rejection of the supplies/services.

4. Notwithstanding the authorities delegated in paragraph three above, you:
 - a. Shall not re-delegate any authority to any other persons;
 - b. Shall not change any of the terms or conditions of the contract or sign any modifications to the contract;
 - c. Shall not obligate the payment of any money by the Government;
 - d. Shall not cause the Contractor to incur costs, not otherwise covered by the contract, with expectation that such costs will be reimbursed by the Government.
5. Contact the Contracting Officer for guidance in the event you are in doubt as to the extent of your authority or in any circumstance not covered above.
6. Forward to the Contracting Officer a copy of all correspondence initiated by you to the Contractor. This shall include memoranda of verbal discussions of a significant nature.

/s/Eleanor Tippeconnie
Contracting Officer

4. Notwithstanding the authorities delegated in paragraph three above, you:
 - a. Shall not re-delegate any authority to any other persons;
 - b. Shall not change any of the terms or conditions of the contract or sign any modifications to the contract;
 - c. Shall not obligate the payment of any money by the Government;
 - d. Shall not cause the Contractor to incur costs, not otherwise covered by the contract, with expectation that such costs will be reimbursed by the Government.
5. Contact the Contracting Officer for guidance in the event you are in doubt as to the extent of your authority or in any circumstance not covered above.
6. Forward to the Contracting Officer a copy of all correspondence initiated by you to the Contractor. This shall include memoranda of verbal discussions of a significant nature.

/s/Eleanor Tippeconnie
Contracting Officer

Contracting Officers Representative's (COR) Signature below Certifies the Following:

1. Acknowledge receipt and acceptance of appointment as CONTRACTING OFFICERS REPRESENTATIVE for Contract Number: 140L2218P0015.

By: Katherine Miller
(Type or Print Name)
Katherine Miller
(Signature)
County Manager
(Title)
10.5.2018
(Date)

Approved as to form
Santa Fe County Attorney
By: Robert W. [Signature]
Date: 10/11/18

[Signature]
Finance Director
10/3/18

| | | | |
|---|--|------------------------------------|-----------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | 1 REQUISITION NUMBER 0040396414 | PAGE OF 1 43 |
|---|--|------------------------------------|-----------------|

| | | | | |
|-----------------|------------------------|---------------------------------|--|---|
| 2. CONTRACT NO. | 3 AWARD EFFECTIVE DATE | 4 ORDER NUMBER 140L2218P0015 | 5 SOLICITATION NUMBER 140L2218Q0006 | 6 SOLICITATION ISSUE DATE 06/12/2018 |
|-----------------|------------------------|---------------------------------|--|---|

| | | | |
|---------------------------------------|-------------------------------|--------------------------------------|------------------------------------|
| 7. FOR SOLICITATION INFORMATION CALL: | 8 NAME Eleanor Tippeconnie | 9 TELEPHONE NUMBER (505) 564-7631 | 10 OFFER DUE DATE/LOCAL TIME ET |
|---------------------------------------|-------------------------------|--------------------------------------|------------------------------------|

| | |
|--|--|
| 11 ISSUED BY BLM NM-STATE OFC-SANTA FE (NM916) 301 DINOSAUR TRAIL SANTA FE NM 87508 | 12 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 922120 SIC: STANDARD |
|--|--|

| | | | | |
|---|-------------------|--|------------|--|
| 11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12 DISCOUNT TERMS | 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 100) | 13b RATING | 14 METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFQ |
|---|-------------------|--|------------|--|

| | |
|--|--|
| 15 DELIVER TO BLM-NMSO-SD OFFICE 301 DINOSAUR TRAIL SANTA FE NM 87508 | 16 ADMINISTERED BY BLM NM-STATE OFC-SANTA FE (NM916) 301 DINOSAUR TRAIL SANTA FE NM 87508 |
|--|--|

| | |
|---|--|
| 17a CONTRACTOR/OFFEROR SANTA FE, COUNTY OF Attn: ATTN GOVERNMENT POC 102 GRANT AVE SANTA FE NM 87501-2061 | 17b PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov |
|---|--|

| | |
|---|--|
| 17c CONTRACTOR/OFFEROR SANTA FE, COUNTY OF Attn: ATTN GOVERNMENT POC 102 GRANT AVE SANTA FE NM 87501-2061 | 17d PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov |
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| | |
|--|--|
| 17e CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
|--|--|

| 19 ITEM NO. | 20 SCHEDULE OF SUPPLIES/SERVICES | 21 QUANTITY | 22 UNIT | 23 UNIT PRICE | 24 AMOUNT |
|-------------|---|-------------|---------|---------------|-----------|
| 00010 | Legacy Doc #: BLM CO Invoice Review Required: Y Period of Performance: 07/01/2018 to 06/30/2023 SANTA FE COUNTY LAW ENFORCEMENT SERVICES BASE YEAR PER ATTACHED STATEMENT OF WORK, WAGE DETERMINATION AND PO_140L2218P0015 Delivery: 06/30/2019 Accounting Info: Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | 15,000.00 |

| | |
|---|--|
| 25. ACCOUNTING AND APPROPRIATION DATA See schedule | 25. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,000.00 |
|---|--|

| | | |
|--|---------|---|
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED | ADDENDA | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |
| <input 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 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 DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS OFFER |
|---|--|

| | |
|-------------------------------------|---|
| 30a SIGNATURE OF OFFEROR/CONTRACTOR | 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |
|-------------------------------------|---|

Katherine Miller *Eleanor Tippeconnie*

| | | | |
|--|----------------------------|--|------------------------------|
| 30b NAME AND TITLE OF SIGNER (Type or print) Katherine Miller, County Manager | 30c DATE SIGNED 10/5/18 | 31b NAME OF CONTRACTING OFFICER (Type or print) Eleanor Tippeconnie | 31c DATE SIGNED 10/9/2018 |
|--|----------------------------|--|------------------------------|

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE
Approved as to form
Santa Fe County Attorney
By: *[Signature]*
Date: *10/1/18*

Finance Director
10/3/18

STANDARD FORM 1449 (REV. 3/2012)
Prescribed by GSA - FAR (48 CFR) 51.212

| 18 ITEM NO | 20 SCHEDULE OF SUPPLIES/SERVICES | 21 QUANTITY | 22 UNIT | 23 UNIT PRICE | 24 AMOUNT |
|---------------|--|----------------|------------|------------------|--------------|
| | 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLNMF02000 Functional Area: L10200000.NU0000 Fund: 18XL1109AF Fund Center: LLNMF02000 PR Acct Assign: 01 Funded: \$3,000.00 Accounting Info: 02 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLNMF02000 Functional Area: L11100000.NUD000 Fund: 18XL1109AF Fund Center: LLNMF02000 PR Acct Assign: 02 Funded: \$6,000.00 Accounting Info: 03 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLNMF02000 Functional Area: L10500000.NU0000 Fund: 18XL1109AF Fund Center: LLNMF02000 PR Acct Assign: 03 Funded: \$6,000.00 Period of Performance: 07/01/2018 to 06/30/2019 | | | | |
| 00020 | OPTION YEAR ONE (1)- SANTA FE COUNTY LAW ENFORCEMENT SERVICES Amount: \$15,000.00 (Option Line Item) 06/30/2019 Accounting Info: Continued ... | | | | 0.00 |

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L2218P0015PAGE OF
3 43NAME OF OFFEROR OR CONTRACTOR
SANTA FE, COUNTY OF

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
| | Funded: \$0.00 | | | | |
| 00030 | OPTION YEAR TWO (2)- SANTA FE COUNTY LAW ENFORCEMENT SERVICES Amount: \$15,000.00 (Option Line Item) 06/30/2020 Accounting Info: Funded: \$0.00 | | | | 0.00 |
| 00040 | OPTION YEAR THREE (3)- SANTA FE COUNTY LAW ENFORCEMENT SERVICES Amount: \$15,000.00 (Option Line Item) 06/30/2021 Accounting Info: Funded: \$0.00 | | | | 0.00 |
| 00050 | OPTION YEAR FOUR (4)- SANTA FE COUNTY LAW ENFORCEMENT SERVICES Amount: \$15,000.00 (Option Line Item) 06/30/2022 Accounting Info: Funded: \$0.00 DUNS#053297131 The total amount of award: \$75,000.00. The obligation for this award is shown in box 26. | | | | 0.00 |

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| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 1 of 40 |
|----------------|--------------------------------|---|--------------|

| | |
|---------------------|---|
| 2 - Section 2 | 1 |
| Clauses | 1 |

2 - Section 2

Clauses

CONTRACT INFORMATION

This is a firm fixed price sole source acquisition for Law Enforcement service in Santa Fe County, New Mexico. The purchase order will issued for one base year with four (4) option years.

POINT OF CONTACT INFORMATION

Contracting Officer (CO)

Name: Eleanor Tippeconnie
Phone: 505-564-7631
Email Address: etippeco@blm.gov

Contracting Officer Representative (COR)

Name: Linda Montano
Phone: 505-954-2205
Email Address: lmontano@blm.gov

BID SCHEDULE

| DESCRIPTION | AMOUNT |
|---|-------------|
| SANTA FE COUNTY LE SERVICES BASE YEAR | \$15,000.00 |
| SANTA FE COUNTY LE SERVICES OPTION YEAR ONE (1) | \$15,000.00 |
| SANTA FE COUNTY LE SERVICES OPTION YEAR TWO (2) | \$15,000.00 |
| SANTA FE COUNTY LE SERVICES OPTION YEAR THREE (3) | \$15,000.00 |
| SANTA FE COUNTY LE SERVICES OPTION FOUR (4) | \$15,000.00 |
| TOTAL AMOUNT | \$75,000.00 |

STATEMENT OF WORK

Scope of Work

- (a) The purpose of this contract is to obtain law enforcement services as needed to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of public lands. The Santa Fe County Sheriff's Office will enforce the civil and criminal laws of the State and/or county on public lands, waters, roads, and trails administered by the BLM with reimbursement by the BLM, in accordance with the actual costs associated with conducting these patrols, to include: current wages of law enforcement personnel, mileage, and other vehicle costs associated with vehicle patrols, if necessary.
- (b) The services requested by the BLM are of a nature outside the scope of the Santa Fe County Sheriff's Office's normal and routine law enforcement activities on the public lands.

General Work Requirements

- (a) Provide reimbursable services as listed, for the enforcement of State and local laws relating to the protection of persons and property on public lands. The lack of any specific request by the BLM will not limit the authority of the Santa Fe County Sheriff's Office to respond to any situation in a

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| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 2 of 40 |
|----------------|--------------------------------|---|--------------|

fashion seen fit under State or local law.

- The Santa Fe County Sheriff's Office will have deputies coordinate with the designated BLM Law Enforcement Point of Contact (LEPOC) regarding patrol needs and to exchange law enforcement information of benefit to the Santa Fe County Sheriff's Office and the BLM.
 - Law Enforcement Point of Contact (LEPOC) for the BLM: Michael Carpenter, Taos Field Office, 301 Dinosaur Trail, Santa Fe. New Mexico 87508. Office (505) 954.2208, Cell (505) 669.4396.
 - The Santa Fe County Sheriff's Office will coordinate all Law Enforcement Service Contract issues with the designated BLM Law Enforcement Service Contract Point of Contact (LESCPOC).
 - Law Enforcement Service Contract Point of Contact (LESCPOC) for the BLM: State Chief Ranger Jeffery Miller, BLM New Mexico State Office, 301 Dinosaur Trail, NM 87508. Office (505) 954-2206, Cell (505) 660-9990.
 - The Santa Fe County Sheriff's Office agrees to conduct patrol by motorized vehicle, foot, or all-terrain vehicles (ATV), for the following sites: Santa Cruz Lake Recreation Area, and the San Pedro Hwy 344 Area, with secondary attention being given to the urban interface area known as the Camel Tracks, and the Buchman Road/Diablo Canyon area (see attached map).
 - The Santa Fe County Sheriff's Office can assign up to two deputies, in addition to the present complement of deputies assigned to the public lands, waters, roads, and trails administered by the BLM within the confines of Santa Fe County. The deputies will work a scheduled tour on such lands, waters, roads, and trails with primary attention given to the Santa Cruz Lake Recreation Area and the San Pedro Hwy 344 Area, with secondary attention being given to the urban interface area known as the Camel Tracks, and the Buchman Road/Diablo Canyon area (see attached map).
 - Assignment slots will be for the period of this contract. Patrols will focus on underage drinking, drug use, gang activity, vandalism, dumping, and resource damage
 - The Santa Fe County Sheriff's Office will provide coverage on national holidays and weekends, between May 2nd and September 30 to assure that adequate patrol on BLM-administered lands including Santa Cruz Lake Recreation Area, San Pedro Hwy 344 area and the urban interface area known as the Camel Tracks, and the Buchman Road/Diablo Canyon area (see attached map) will be made. Patrols will focus on underage drinking, drug use, gang activity, vandalism, dumping, and resource damage. These patrols will be made during hours which will be determined by the BLM LEPOC and the Santa Fe County Sheriff's Office POC. Assignment will be for the period of this contract.
 - When requested by the BLM, the Santa Fe County Sheriff's Office agrees to dispatch additional sworn deputies within workforce capabilities, to assist in special operations (i.e., marijuana eradication, special events, execution of warrants) or for other unforeseen or emergency situations.
 - Time frame provided for the Santa Fe County Sheriff's Office deputies (2) would be expected to be from 6:00 p.m. till 12:00 a.m. on Friday and Saturday nights from July 1, 2018, through June 30, 2019. The patrols will involve a round trip of approximately 100 miles and will take an average of 6 hours to conduct. The total hours for this time period equal approximately 504 hours.
- (b) Sworn personnel assigned to duties under this contract will be paid employees of the Santa Fe County Sheriff's Office who have complied with the minimum standards as required by the New

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| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 3 of 40 |
|----------------|--------------------------------|---|--------------|

Mexico Department of Public Safety standards for peace officer certification; and that such deputies 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 Santa Fe County Sheriff's Office will ensure that sworn personnel assigned to duties on 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. Also, ensure that the Santa Fe County Sheriff's Office 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 Ranger and/or District/Field management personnel.
- (d) The Santa Fe County Sheriff's Office will furnish the designated BLM LESCPOC quarterly reports of all noted law enforcement activities related to: 1) dates/locations patrols were conducted. 2) Hours worked. 3) Any incidents investigated or responded to. 4) Assists to BLM personnel.
- (e) Itemized invoices for payment will be furnished at the end of each quarter to the BLM Contracting Officer. The designated BLM LESCPOC 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 quarterly invoice, and/or with the designated BLM LESCPOC.

WD 15-5449 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

| | | |
|--|--|------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER | | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | | EMPLOYMENT STANDARD ADMINISTRATION |
| By direction of the Secretary of Labor | | WAGE AND HOUR DIVISION |
| | | WASHINGTON D.C. 20210 |

| | | | |
|-----------------|---------------------|--|-----------------------------------|
| Daniel W. Simms | Division of | | Wage Determination No.: 2015-5449 |
| Director | Wage Determinations | | Revision No.: 5 |
| | | | Date Of Revision: 01/10/2018 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: New Mexico

Area: New Mexico County of Santa Fe

Fringe Benefits Required Follow the Occupational Listing

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| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 4 of 40 |
|----------------|--------------------------------|---|--------------|

OCCUPATION CODE - TITLE

FOOTNOTE

RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I

13.07

01012 - Accounting Clerk II

14.67

01013 - Accounting Clerk III

16.42

01020 - Administrative Assistant

21.99

01035 - Court Reporter

18.61

01041 - Customer Service Representative I

11.62

01042 - Customer Service Representative II

13.06

01043 - Customer Service Representative III

14.25

01051 - Data Entry Operator I

12.52

01052 - Data Entry Operator II

13.66

01060 - Dispatcher, Motor Vehicle

17.16

01070 - Document Preparation Clerk

13.86

01090 - Duplicating Machine Operator

13.86

01111 - General Clerk I

12.37

01112 - General Clerk II

13.50

01113 - General Clerk III

15.15

01120 - Housing Referral Assistant

19.13

01141 - Messenger Courier

12.08

01191 - Order Clerk I

12.52

01192 - Order Clerk II

13.66

01261 - Personnel Assistant (Employment) I

14.47

01262 - Personnel Assistant (Employment) II

16.20

01263 - Personnel Assistant (Employment) III

18.05

01270 - Production Control Clerk

21.06

01290 - Rental Clerk

12.25

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| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 5 of 40 |
|----------------|--------------------------------|---|--------------|

01300 - Scheduler, Maintenance
 15.33
 01311 - Secretary I
 15.33
 01312 - Secretary II
 17.16
 01313 - Secretary III
 19.13
 01320 - Service Order Dispatcher
 15.33
 01410 - Supply Technician
 21.99
 01420 - Survey Worker
 16.95
 01460 - Switchboard Operator/Receptionist
 13.33
 01531 - Travel Clerk I
 11.82
 01532 - Travel Clerk II
 12.76
 01533 - Travel Clerk III
 13.57
 01611 - Word Processor I
 13.66
 01612 - Word Processor II
 15.33
 01613 - Word Processor III
 17.16
 05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer, Fiberglass
 20.80
 05010 - Automotive Electrician
 18.12
 05040 - Automotive Glass Installer
 16.15
 05070 - Automotive Worker
 16.15
 05110 - Mobile Equipment Servicer
 13.50
 05130 - Motor Equipment Metal Mechanic
 18.91
 05160 - Motor Equipment Metal Worker
 16.15
 05190 - Motor Vehicle Mechanic
 18.91
 05220 - Motor Vehicle Mechanic Helper
 13.62
 05250 - Motor Vehicle Upholstery Worker
 15.82
 05280 - Motor Vehicle Wrecker
 16.15
 05310 - Painter, Automotive
 17.52

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| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 6 of 40 |
|----------------|--------------------------------|---|--------------|

05340 - Radiator Repair Specialist
 16.15
 05370 - Tire Repairer
 13.15
 05400 - Transmission Repair Specialist
 18.91
 07000 - Food Preparation And Service Occupations
 07010 - Baker
 13.16
 07041 - Cook I
 11.80
 07042 - Cook II
 14.08
 07070 - Dishwasher
 9.55
 07130 - Food Service Worker
 11.19
 07210 - Meat Cutter
 16.35
 07260 - Waiter/Waitress
 9.44
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter
 16.12
 09040 - Furniture Handler
 11.44
 09080 - Furniture Refinisher
 16.12
 09090 - Furniture Refinisher Helper
 12.58
 09110 - Furniture Repairer, Minor
 15.24
 09130 - Upholsterer
 16.12
 11000 - General Services And Support Occupations
 11030 - Cleaner, Vehicles
 10.62
 11060 - Elevator Operator
 10.62
 11090 - Gardener
 17.29
 11122 - Housekeeping Aide
 11.77
 11150 - Janitor
 11.77
 11210 - Laborer, Grounds Maintenance
 12.57
 11240 - Maid or Houseman
 10.26
 11260 - Pruner
 10.75
 11270 - Tractor Operator
 15.99

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|----------------|--------------------------------|---|--------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 7 of 40 |
|----------------|--------------------------------|---|--------------|

11330 - Trail Maintenance Worker
 12.57
 11360 - Window Cleaner
 13.78
 12000 - Health Occupations
 12010 - Ambulance Driver
 19.28
 12011 - Breath Alcohol Technician
 20.33
 12012 - Certified Occupational Therapist Assistant
 27.89
 12015 - Certified Physical Therapist Assistant
 25.43
 12020 - Dental Assistant
 18.06
 12025 - Dental Hygienist
 42.75
 12030 - EKG Technician
 30.80
 12035 - Electroneurodiagnostic Technologist
 30.80
 12040 - Emergency Medical Technician
 19.28
 12071 - Licensed Practical Nurse I
 19.20
 12072 - Licensed Practical Nurse II
 21.49
 12073 - Licensed Practical Nurse III
 23.95
 12100 - Medical Assistant
 15.11
 12130 - Medical Laboratory Technician
 19.20
 12160 - Medical Record Clerk
 15.70
 12190 - Medical Record Technician
 17.57
 12195 - Medical Transcriptionist
 15.86
 12210 - Nuclear Medicine Technologist
 43.59
 12221 - Nursing Assistant I
 10.92
 12222 - Nursing Assistant II
 12.27
 12223 - Nursing Assistant III
 13.39
 12224 - Nursing Assistant IV
 15.03
 12235 - Optical Dispenser
 16.25
 12236 - Optical Technician
 17.58

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|----------------|--------------------------------|---|--------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 8 of 40 |
|----------------|--------------------------------|---|--------------|

12250 - Pharmacy Technician
 16.46
 12280 - Phlebotomist
 16.60
 12305 - Radiologic Technologist
 27.83
 12311 - Registered Nurse I
 25.39
 12312 - Registered Nurse II
 31.06
 12313 - Registered Nurse II, Specialist
 31.06
 12314 - Registered Nurse III
 37.58
 12315 - Registered Nurse III, Anesthetist
 37.58
 12316 - Registered Nurse IV
 45.04
 12317 - Scheduler (Drug and Alcohol Testing)
 24.17
 12320 - Substance Abuse Treatment Counselor
 20.47
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I
 17.35
 13012 - Exhibits Specialist II
 21.23
 13013 - Exhibits Specialist III
 25.98
 13041 - Illustrator I
 17.14
 13042 - Illustrator II
 21.23
 13043 - Illustrator III
 25.98
 13047 - Librarian
 23.52
 13050 - Library Aide/Clerk
 11.02
 13054 - Library Information Technology Systems
 21.23
 Administrator
 13058 - Library Technician
 16.61
 13061 - Media Specialist I
 15.32
 13062 - Media Specialist II
 17.18
 13063 - Media Specialist III
 19.11
 13071 - Photographer I
 15.88
 13072 - Photographer II
 17.63

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|----------------|--------------------------------|---|--------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 9 of 40 |
|----------------|--------------------------------|---|--------------|

13073 - Photographer III
 21.70
 13074 - Photographer IV
 25.98
 13075 - Photographer V
 31.43
 13090 - Technical Order Library Clerk
 16.43
 13110 - Video Teleconference Technician
 18.57
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 14.98
 14042 - Computer Operator II
 16.76
 14043 - Computer Operator III
 19.12
 14044 - Computer Operator IV
 21.26
 14045 - Computer Operator V
 24.34
 14071 - Computer Programmer I (see 1)
 22.41
 14072 - Computer Programmer II (see 1)
 26.14
 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
 14.98
 14160 - Personal Computer Support Technician
 21.52
 14170 - System Support Specialist
 28.08
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 27.62
 15020 - Aircrew Training Devices Instructor (Rated)
 33.39
 15030 - Air Crew Training Devices Instructor (Pilot)
 40.05
 15050 - Computer Based Training Specialist / Instructor
 27.62
 15060 - Educational Technologist
 26.01
 15070 - Flight Instructor (Pilot)
 40.05
 15080 - Graphic Artist
 22.41
 15085 - Maintenance Test Pilot, Fixed, Jet/Prop
 38.81

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 10 of 40 |
|----------------|--------------------------------|---|---------------|

15086 - Maintenance Test Pilot, Rotary Wing
 38.81
 15088 - Non-Maintenance Test/Co-Pilot
 38.81
 15090 - Technical Instructor
 18.81
 15095 - Technical Instructor/Course Developer
 25.06
 15110 - Test Proctor
 15.19
 15120 - Tutor
 15.19
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler
 9.92
 16030 - Counter Attendant
 9.92
 16040 - Dry Cleaner
 11.32
 16070 - Finisher, Flatwork, Machine
 9.92
 16090 - Presser, Hand
 9.92
 16110 - Presser, Machine, Drycleaning
 9.92
 16130 - Presser, Machine, Shirts
 9.92
 16160 - Presser, Machine, Wearing Apparel, Laundry
 9.92
 16190 - Sewing Machine Operator
 11.82
 16220 - Tailor
 12.42
 16250 - Washer, Machine
 10.38
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room)
 19.95
 19040 - Tool And Die Maker
 24.09
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator
 14.49
 21030 - Material Coordinator
 21.06
 21040 - Material Expediter
 21.06
 21050 - Material Handling Laborer
 12.65
 21071 - Order Filler
 12.68
 21080 - Production Line Worker (Food Processing)
 14.49

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 11 of 40 |
|----------------|--------------------------------|---|---------------|

21110 - Shipping Packer
 14.17
 21130 - Shipping/Receiving Clerk
 14.17
 21140 - Store Worker I
 9.03
 21150 - Stock Clerk
 14.59
 21210 - Tools And Parts Attendant
 14.49
 21410 - Warehouse Specialist
 14.49
 23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder
 26.41
 23019 - Aircraft Logs and Records Technician
 19.62
 23021 - Aircraft Mechanic I
 24.73
 23022 - Aircraft Mechanic II
 26.41
 23023 - Aircraft Mechanic III
 27.84
 23040 - Aircraft Mechanic Helper
 16.62
 23050 - Aircraft, Painter
 22.62
 23060 - Aircraft Servicer
 19.62
 23070 - Aircraft Survival Flight Equipment Technician
 22.62
 23080 - Aircraft Worker
 21.45
 23091 - Aircrew Life Support Equipment (ALSE) Mechanic
 21.45
 I
 23092 - Aircrew Life Support Equipment (ALSE) Mechanic
 24.73
 II
 23110 - Appliance Mechanic
 17.48
 23120 - Bicycle Repairer
 13.23
 23125 - Cable Splicer
 21.67
 23130 - Carpenter, Maintenance
 18.62
 23140 - Carpet Layer
 17.16
 23160 - Electrician, Maintenance
 21.52
 23181 - Electronics Technician Maintenance I
 25.16

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 12 of 40 |
|----------------|--------------------------------|---|---------------|

23182 - Electronics Technician Maintenance II
 27.32
 23183 - Electronics Technician Maintenance III
 29.47
 23260 - Fabric Worker
 15.70
 23290 - Fire Alarm System Mechanic
 19.84
 23310 - Fire Extinguisher Repairer
 14.23
 23311 - Fuel Distribution System Mechanic
 21.10
 23312 - Fuel Distribution System Operator
 16.38
 23370 - General Maintenance Worker
 15.70
 23380 - Ground Support Equipment Mechanic
 24.73
 23381 - Ground Support Equipment Servicer
 19.62
 23382 - Ground Support Equipment Worker
 21.45
 23391 - Gunsmith I
 14.23
 23392 - Gunsmith II
 17.16
 23393 - Gunsmith III
 20.11
 23410 - Heating, Ventilation And Air-Conditioning
 21.44
 Mechanic
 23411 - Heating, Ventilation And Air Contidioning
 22.90
 Mechanic (Research Facility)
 23430 - Heavy Equipment Mechanic
 19.84
 23440 - Heavy Equipment Operator
 18.02
 23460 - Instrument Mechanic
 27.47
 23465 - Laboratory/Shelter Mechanic
 18.64
 23470 - Laborer
 12.65
 23510 - Locksmith
 18.64
 23530 - Machinery Maintenance Mechanic
 22.60
 23550 - Machinist, Maintenance
 21.25
 23580 - Maintenance Trades Helper
 14.56
 23591 - Metrology Technician I
 27.47

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 13 of 40 |
|----------------|--------------------------------|---|---------------|

23592 - Metrology Technician II
 29.34
 23593 - Metrology Technician III
 30.82
 23640 - Millwright
 20.11
 23710 - Office Appliance Repairer
 19.21
 23760 - Painter, Maintenance
 15.94
 23790 - Pipefitter, Maintenance
 22.41
 23810 - Plumber, Maintenance
 20.77
 23820 - Pneudraulic Systems Mechanic
 20.11
 23850 - Rigger
 20.11
 23870 - Scale Mechanic
 17.16
 23890 - Sheet-Metal Worker, Maintenance
 19.84
 23910 - Small Engine Mechanic
 16.58
 23931 - Telecommunications Mechanic I
 26.47
 23932 - Telecommunications Mechanic II
 28.28
 23950 - Telephone Lineman
 21.26
 23960 - Welder, Combination, Maintenance
 18.39
 23965 - Well Driller
 19.84
 23970 - Woodcraft Worker
 20.11
 23980 - Woodworker
 16.61
 24000 - Personal Needs Occupations
 24550 - Case Manager
 16.11
 24570 - Child Care Attendant
 12.47
 24580 - Child Care Center Clerk
 16.04
 24610 - Chore Aide
 10.34
 24620 - Family Readiness And Support Services
 16.11
 Coordinator
 24630 - Homemaker
 17.49
 25000 - Plant And System Operations Occupations

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 14 of 40 |
|----------------|--------------------------------|---|---------------|

25010 - Boiler Tender
 19.84
 25040 - Sewage Plant Operator
 20.15
 25070 - Stationary Engineer
 19.84
 25190 - Ventilation Equipment Tender
 12.58
 25210 - Water Treatment Plant Operator
 19.92
 27000 - Protective Service Occupations
 27004 - Alarm Monitor
 15.25
 27007 - Baggage Inspector
 12.58
 27008 - Corrections Officer
 17.07
 27010 - Court Security Officer
 16.86
 27030 - Detection Dog Handler
 14.08
 27040 - Detention Officer
 17.07
 27070 - Firefighter
 17.07
 27101 - Guard I
 12.58
 27102 - Guard II
 14.08
 27131 - Police Officer I
 21.56
 27132 - Police Officer II
 23.95
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator
 13.55
 28042 - Carnival Equipment Repairer
 14.77
 28043 - Carnival Worker
 9.34
 28210 - Gate Attendant/Gate Tender
 14.78
 28310 - Lifeguard
 12.53
 28350 - Park Attendant (Aide)
 16.55
 28510 - Recreation Aide/Health Facility Attendant
 12.07
 28515 - Recreation Specialist
 20.37
 28630 - Sports Official
 13.17
 28690 - Swimming Pool Operator
 22.19

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 15 of 40 |
|----------------|--------------------------------|---|---------------|

29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer
 20.42
 29020 - Hatch Tender
 20.42
 29030 - Line Handler
 20.42
 29041 - Stevedore I
 19.04
 29042 - Stevedore II
 22.17
 30000 - Technical Occupations
 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
 37.62
 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
 25.94
 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
 28.57
 30021 - Archeological Technician I
 17.79
 30022 - Archeological Technician II
 19.91
 30023 - Archeological Technician III
 24.66
 30030 - Cartographic Technician
 24.66
 30040 - Civil Engineering Technician
 24.00
 30051 - Cryogenic Technician I
 27.03
 30052 - Cryogenic Technician II
 29.85
 30061 - Drafter/CAD Operator I
 17.79
 30062 - Drafter/CAD Operator II
 19.91
 30063 - Drafter/CAD Operator III
 22.20
 30064 - Drafter/CAD Operator IV
 27.32
 30081 - Engineering Technician I
 15.85
 30082 - Engineering Technician II
 17.79
 30083 - Engineering Technician III
 19.91
 30084 - Engineering Technician IV
 24.66
 30085 - Engineering Technician V
 30.17
 30086 - Engineering Technician VI
 36.51
 30090 - Environmental Technician
 24.41

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 16 of 40 |
|----------------|--------------------------------|---|---------------|

30095 - Evidence Control Specialist
 24.41
 30210 - Laboratory Technician
 22.61
 30221 - Latent Fingerprint Technician I
 27.03
 30222 - Latent Fingerprint Technician II
 29.85
 30240 - Mathematical Technician
 24.66
 30361 - Paralegal/Legal Assistant I
 17.09
 30362 - Paralegal/Legal Assistant II
 21.16
 30363 - Paralegal/Legal Assistant III
 25.89
 30364 - Paralegal/Legal Assistant IV
 31.33
 30375 - Petroleum Supply Specialist
 29.85
 30390 - Photo-Optics Technician
 24.66
 30395 - Radiation Control Technician
 29.85
 30461 - Technical Writer I
 24.41
 30462 - Technical Writer II
 29.85
 30463 - Technical Writer III
 36.11
 30491 - Unexploded Ordnance (UXO) Technician I
 23.91
 30492 - Unexploded Ordnance (UXO) Technician II
 28.93
 30493 - Unexploded Ordnance (UXO) Technician III
 34.67
 30494 - Unexploded (UXO) Safety Escort
 23.91
 30495 - Unexploded (UXO) Sweep Personnel
 23.91
 30501 - Weather Forecaster I
 27.03
 30502 - Weather Forecaster II
 32.87
 30620 - Weather Observer, Combined Upper Air Or (see 2)
 22.20
 Surface Programs
 30621 - Weather Observer, Senior (see 2)
 24.66
 31000 - Transportation/Mobile Equipment Operation Occupations
 31010 - Airplane Pilot
 28.93
 31020 - Bus Aide
 10.73

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 17 of 40 |
|----------------|--------------------------------|---|---------------|

31030 - Bus Driver
 17.17
 31043 - Driver Courier
 13.73
 31260 - Parking and Lot Attendant
 11.76
 31290 - Shuttle Bus Driver
 15.32
 31310 - Taxi Driver
 11.38
 31361 - Truckdriver, Light
 15.32
 31362 - Truckdriver, Medium
 16.90
 31363 - Truckdriver, Heavy
 18.93
 31364 - Truckdriver, Tractor-Trailer
 18.93
 99000 - Miscellaneous Occupations
 99020 - Cabin Safety Specialist
 14.10
 99030 - Cashier
 11.02
 99050 - Desk Clerk
 10.54
 99095 - Embalmer
 23.91
 99130 - Flight Follower
 23.91
 99251 - Laboratory Animal Caretaker I
 13.46
 99252 - Laboratory Animal Caretaker II
 15.03
 99260 - Marketing Analyst
 23.41
 99310 - Mortician
 23.91
 99410 - Pest Controller
 18.78
 99510 - Photofinishing Worker
 13.56
 99710 - Recycling Laborer
 12.75
 99711 - Recycling Specialist
 16.49
 99730 - Refuse Collector
 10.99
 99810 - Sales Clerk
 13.63
 99820 - School Crossing Guard
 10.89
 99830 - Survey Party Chief
 21.80

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 18 of 40 |
|----------------|--------------------------------|---|---------------|

99831 - Surveying Aide
 19.83
 99832 - Surveying Technician
 20.00
 99840 - Vending Machine Attendant
 11.72
 99841 - Vending Machine Repairer
 14.59
 99842 - Vending Machine Repairer Helper
 10.52

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 19 of 40 |
|----------------|--------------------------------|---|---------------|

named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 20 of 40 |
|----------------|--------------------------------|---|---------------|

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

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 21 of 40 |
|----------------|--------------------------------|---|---------------|

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

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 22 of 40 |
|----------------|--------------------------------|---|---------------|

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)).

52.204-7 System for Award Management. (OCT 2016)

52.212-4 Contract Terms and Conditions - Commercial Items. (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require **repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price.** If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 23 of 40 |
|----------------|--------------------------------|---|---------------|

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 24 of 40 |
|----------------|--------------------------------|---|---------------|

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 25 of 40 |
|----------------|--------------------------------|---|---------------|

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 26 of 40 |
|----------------|--------------------------------|---|---------------|

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C.

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 27 of 40 |
|----------------|--------------------------------|---|---------------|

2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 28 of 40 |
|----------------|--------------------------------|---|---------------|

clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2018)

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

(1) 52.203-19, 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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 items: (Contracting Officer check as appropriate.)

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

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 29 of 40 |
|----------------|--------------------------------|---|---------------|

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (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).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) (Reserved)

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

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

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

☐ (13) (Reserved)

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

| | | | |
|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 30 of 40 |
|----------------|--------------------------------|---|---------------|

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (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 (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

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

☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

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

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

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

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (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 (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

| | | | |
|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 31 of 40 |
|----------------|--------------------------------|---|---------------|

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(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.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (41)(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.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

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

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 32 of 40 |
|----------------|--------------------------------|---|---------------|

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

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 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. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (59)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

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

☐ (1) 52.222-17, **Nondisplacement of Qualified Workers** (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 33 of 40 |
|----------------|--------------------------------|---|---------------|

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 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).

☐ (6) 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).

☐ (7) 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).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 34 of 40 |
|----------------|--------------------------------|---|---------------|

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (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) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 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.

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

(xii) [] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 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).

(xiv) 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).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 35 of 40 |
|----------------|--------------------------------|---|---------------|

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(xix) 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. 2302 Note).

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

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

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

(End of clause)

52.217-4 Evaluation of Option Exercised at Time of Contract Award. (JUN 1988)

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 15 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 [insert the period of time within which the Contracting Officer may exercise the option]; 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)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 36 of 40 |
|----------------|--------------------------------|---|---------------|

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not A Wage Determination

| Employee class | Monetary wage - Fringe benefits |
|----------------|---------------------------------|
| [] | [] |

(End of clause)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (MAY 2014)

52.229-10 State of New Mexico Gross Receipts and Compensating Tax. (APR 2003)

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the State of New Mexico Taxation and Revenue Department, Revenue Division, P.O. Box 630, Santa Fe, New Mexico 87509. When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the [] and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the Contractor only if such property is not used for Federal purposes.

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 37 of 40 |
|----------------|--------------------------------|---|---------------|

(g) The [] may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the [], may participate in any matters or proceedings pertaining to this clause or the above-mentioned aAgreement. This shall not preclude the Contractor from having its own representative nor does it obligate the [] to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b) (1) through (3) of the Federal Acquisition Regulation, 48 CFR pPart 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

(*Insert appropriate agency name in blanks.)

(End of clause)

52.233-3 Protest After Award. (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 38 of 40 |
|----------------|--------------------------------|---|---------------|

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

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://far.hill.af.mil/vffara.htm>

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

(End of clause)

52.252-5 Authorized Deviations in Provisions. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of \$(*DEVIATION*) after the date of the provision.

(b) The use in this solicitation of any [insert regulation name] (48 CFR chapter []) provision with an authorized deviation is indicated by the addition of \$(*DEVIATION*) after the name of the regulation.

(End of provision)

52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of \$(*DEVIATION*) after the date of the clause.

(b) The use in this solicitation or contract of any [insert regulation name] (48 CFR []) clause with an authorized deviation is indicated by the addition of \$(*DEVIATION*) after the name of the regulation.

(End of clause)

AUTHORITIES AND DELEGATIONS (SEPT 2011)

Authorities and Delegations (SEP 2011)

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 39 of 40 |
|----------------|--------------------------------|---|---------------|

(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)

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the

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|----------------|--------------------------------|---|---------------|
| PURCHASE ORDER | Document No. 140L22182P0015 | Document Title SANTA FE COUNTY LAW ENFORCEMENT SERVICE CONTRACT | Page 40 of 40 |
|----------------|--------------------------------|---|---------------|

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:

A COPY OF THE CONTRACTOR'S INVOICE

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

Agency Protests

(a) Interested parties may request an independent review at a level above the Contracting Officer of protests filed directly with the agency. This review is available as an alternative to consideration of the protest by the Contracting Officer or as an appeal of the Contracting Officer's response to the protest. An interested party may:

- (1) Protest to the Contracting Officer;
 - (2) Protest directly to the Bureau Procurement Chief without first protesting to the Contracting Officer; or
 - (3) Appeal a contracting officer's decision to the Bureau Procurement Chief.
- (b) Requests for Bureau Procurement Chief review should be addressed to:

**CLARISA GALLEGOS MBA
BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
100 SUN AVE NE STE 330
ALBUQUERQUE, NM 87109
505-761-8911 CGALLEGOS@BLM.GOV**

(c) Requesting independent agency review will not extend the Government Accountability Office's (GAO's) timeliness requirements. Any subsequent protest to the GAO must be filed within ten days of knowledge of initial adverse agency action (see 4 CFR 21.2(a)(3).)

(End of Clause)

STATEMENT OF WORK

Scope of Work

- (a) The purpose of this contract is to obtain law enforcement services as needed to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of public lands. The Santa Fe County Sheriff's Office will enforce the civil and criminal laws of the State and/or county on public lands, waters, roads, and trails administered by the BLM with reimbursement by the BLM, in accordance with the actual costs associated with conducting these patrols, to include: current wages of law enforcement personnel, mileage, and other vehicle costs associated with vehicle patrols, if necessary.
- (b) The services requested by the BLM are of a nature outside the scope of the Santa Fe County Sheriff's Office's normal and routine law enforcement activities on the public lands.

General Work Requirements

- (a) Provide reimbursable services as listed, for the enforcement of State and local laws relating to the protection of persons and property on public lands. The lack of any specific request by the BLM will not limit the authority of the Santa Fe County Sheriff's Office to respond to any situation in a fashion seen fit under State or local law.
 - The Santa Fe County Sheriff's Office will have deputies coordinate with the designated BLM Law Enforcement Point of Contact (LEPOC) regarding patrol needs and to exchange law enforcement information of benefit to the Santa Fe County Sheriff's Office and the BLM.
 - Law Enforcement Point of Contact (LEPOC) for the BLM: Michael Carpenter, Taos Field Office, 301 Dinosaur Trail, Santa Fe. New Mexico 87508. Office (505) 954.2208, Cell (505) 669.4396.
 - The Santa Fe County Sheriff's Office will coordinate all Law Enforcement Service Contract issues with the designated BLM Law Enforcement Service Contract Point of Contact (LESCPOC).
 - Law Enforcement Service Contract Point of Contact (LESCPOC) for the BLM: State Chief Ranger Jeffery Miller, BLM New Mexico State Office, 301 Dinosaur Trail, NM 87508. Office (505) 954-2206, Cell (505) 660-9990.
 - The Santa Fe County Sheriff's Office agrees to conduct patrol by motorized vehicle, foot, or all-terrain vehicles (ATV), for the following sites: Santa Cruz Lake Recreation Area, and the San Pedro Hwy 344 Area, with secondary attention being given to the urban interface area known as the Camel Tracks, and the Buchman Road/Diablo Canyon area (see attached map).
 - The Santa Fe County Sheriff's Office can assign up to two deputies, in addition to the present complement of deputies assigned to the public lands, waters, roads, and trails administered by the BLM within the confines of Santa Fe County. The deputies will work a scheduled tour on such lands, waters, roads, and trails with

primary attention given to the Santa Cruz Lake Recreation Area and the San Pedro Hwy 344 Area, with secondary attention being given to the urban interface area known as the Camel Tracks, and the Buchman Road/Diablo Canyon area (see attached map).

- Assignment slots will be for the period of this contract. Patrols will focus on underage drinking, drug use, gang activity, vandalism, dumping, and resource damage
 - The Santa Fe County Sheriff's Office will provide coverage on national holidays and weekends, between May 2nd and September 30 to assure that adequate patrol on BLM-administered lands including Santa Cruz Lake Recreation Area, San Pedro Hwy 344 area and the urban interface area known as the Camel Tracks, and the Buchman Road/Diablo Canyon area (see attached map) will be made. Patrols will focus on underage drinking, drug use, gang activity, vandalism, dumping, and resource damage. These patrols will be made during hours which will be determined by the BLM LEPOC and the Santa Fe County Sheriff's Office POC. Assignment will be for the period of this contract.
 - When requested by the BLM, the Santa Fe County Sheriff's Office agrees to dispatch additional sworn deputies within workforce capabilities, to assist in special operations (i.e., marijuana eradication, special events, execution of warrants) or for other unforeseen or emergency situations.
 - Time frame provided for the Santa Fe County Sheriff's Office deputies (2) would be expected to be from 6:00 p.m. till 12:00 a.m. on Friday and Saturday nights from July 1, 2018, through June 30, 2019. The patrols will involve a round trip of approximately 100 miles and will take an average of 6 hours to conduct. The total hours for this time period equal approximately 504 hours.
- (b) Sworn personnel assigned to duties under this contract will be paid employees of the Santa Fe County Sheriff's Office who have complied with the minimum standards as required by the New Mexico Department of Public Safety standards for peace officer certification; and that such deputies 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 Santa Fe County Sheriff's Office will ensure that sworn personnel assigned to duties on 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. Also, ensure that the Santa Fe County Sheriff's Office 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 Ranger and/or District/Field management personnel.
- (d) The Santa Fe County Sheriff's Office will furnish the designated BLM LESCPOC quarterly reports of all noted law enforcement activities related to: 1) dates/locations

patrols were conducted. 2) Hours worked. 3) Any incidents investigated or responded to. 4) Assists to BLM personnel.

- (e) Itemized invoices for payment will be furnished at the end of each quarter to the BLM Contracting Officer. The designated BLM LESCPOC 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 quarterly invoice, and/or with the designated BLM LESCPOC.

WD 15-5449 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

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| REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |
| | WASHINGTON D.C. 20210 |

| | | |
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| Daniel W. Simms | Division of | Wage Determination No.: 2015-5449 |
| Director | Wage Determinations | Revision No.: 5 |
| | | Date Of Revision: 01/10/2018 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: New Mexico

Area: New Mexico County of Santa Fe

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.07 |
| 01012 - Accounting Clerk II | | 14.67 |
| 01013 - Accounting Clerk III | | 16.42 |
| 01020 - Administrative Assistant | | 21.99 |
| 01035 - Court Reporter | | 18.61 |
| 01041 - Customer Service Representative I | | 11.62 |
| 01042 - Customer Service Representative II | | 13.06 |
| 01043 - Customer Service Representative III | | 14.25 |
| 01051 - Data Entry Operator I | | 12.52 |
| 01052 - Data Entry Operator II | | 13.66 |
| 01060 - Dispatcher, Motor Vehicle | | 17.16 |
| 01070 - Document Preparation Clerk | | 13.86 |
| 01090 - Duplicating Machine Operator | | 13.86 |
| 01111 - General Clerk I | | 12.37 |
| 01112 - General Clerk II | | 13.50 |
| 01113 - General Clerk III | | 15.15 |
| 01120 - Housing Referral Assistant | | 19.13 |
| 01141 - Messenger Courier | | 12.08 |
| 01191 - Order Clerk I | | 12.52 |
| 01192 - Order Clerk II | | 13.66 |
| 01261 - Personnel Assistant (Employment) I | | 14.47 |
| 01262 - Personnel Assistant (Employment) II | | 16.20 |
| 01263 - Personnel Assistant (Employment) III | | 18.05 |
| 01270 - Production Control Clerk | | 21.06 |
| 01290 - Rental Clerk | | 12.25 |
| 01300 - Scheduler, Maintenance | | 15.33 |
| 01311 - Secretary I | | 15.33 |
| 01312 - Secretary II | | 17.16 |
| 01313 - Secretary III | | 19.13 |

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| 01320 - Service Order Dispatcher | 15.33 |
| 01410 - Supply Technician | 21.99 |
| 01420 - Survey Worker | 16.95 |
| 01460 - Switchboard Operator/Receptionist | 13.33 |
| 01531 - Travel Clerk I | 11.82 |
| 01532 - Travel Clerk II | 12.76 |
| 01533 - Travel Clerk III | 13.57 |
| 01611 - Word Processor I | 13.66 |
| 01612 - Word Processor II | 15.33 |
| 01613 - Word Processor III | 17.16 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 20.80 |
| 05010 - Automotive Electrician | 18.12 |
| 05040 - Automotive Glass Installer | 16.15 |
| 05070 - Automotive Worker | 16.15 |
| 05110 - Mobile Equipment Servicer | 13.50 |
| 05130 - Motor Equipment Metal Mechanic | 18.91 |
| 05160 - Motor Equipment Metal Worker | 16.15 |
| 05190 - Motor Vehicle Mechanic | 18.91 |
| 05220 - Motor Vehicle Mechanic Helper | 13.62 |
| 05250 - Motor Vehicle Upholstery Worker | 15.82 |
| 05280 - Motor Vehicle Wrecker | 16.15 |
| 05310 - Painter, Automotive | 17.52 |
| 05340 - Radiator Repair Specialist | 16.15 |
| 05370 - Tire Repairer | 13.15 |
| 05400 - Transmission Repair Specialist | 18.91 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.16 |
| 07041 - Cook I | 11.80 |
| 07042 - Cook II | 14.08 |
| 07070 - Dishwasher | 9.55 |
| 07130 - Food Service Worker | 11.19 |
| 07210 - Meat Cutter | 16.35 |
| 07260 - Waiter/Waitress | 9.44 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.12 |
| 09040 - Furniture Handler | 11.44 |
| 09080 - Furniture Refinisher | 16.12 |
| 09090 - Furniture Refinisher Helper | 12.58 |
| 09110 - Furniture Repairer, Minor | 15.24 |
| 09130 - Upholsterer | 16.12 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.62 |
| 11060 - Elevator Operator | 10.62 |
| 11090 - Gardener | 17.29 |
| 11122 - Housekeeping Aide | 11.77 |
| 11150 - Janitor | 11.77 |
| 11210 - Laborer, Grounds Maintenance | 12.57 |
| 11240 - Maid or Houseman | 10.26 |
| 11260 - Pruner | 10.75 |
| 11270 - Tractor Operator | 15.99 |
| 11330 - Trail Maintenance Worker | 12.57 |
| 11360 - Window Cleaner | 13.78 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 19.28 |
| 12011 - Breath Alcohol Technician | 20.33 |
| 12012 - Certified Occupational Therapist Assistant | 27.89 |
| 12015 - Certified Physical Therapist Assistant | 25.43 |
| 12020 - Dental Assistant | 18.06 |
| 12025 - Dental Hygienist | 42.75 |
| 12030 - EKG Technician | 30.80 |

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| 12035 - Electroneurodiagnostic Technologist | 30.80 |
| 12040 - Emergency Medical Technician | 19.28 |
| 12071 - Licensed Practical Nurse I | 19.20 |
| 12072 - Licensed Practical Nurse II | 21.49 |
| 12073 - Licensed Practical Nurse III | 23.95 |
| 12100 - Medical Assistant | 15.11 |
| 12130 - Medical Laboratory Technician | 19.20 |
| 12160 - Medical Record Clerk | 15.70 |
| 12190 - Medical Record Technician | 17.57 |
| 12195 - Medical Transcriptionist | 15.86 |
| 12210 - Nuclear Medicine Technologist | 43.59 |
| 12221 - Nursing Assistant I | 10.92 |
| 12222 - Nursing Assistant II | 12.27 |
| 12223 - Nursing Assistant III | 13.39 |
| 12224 - Nursing Assistant IV | 15.03 |
| 12235 - Optical Dispenser | 16.25 |
| 12236 - Optical Technician | 17.58 |
| 12250 - Pharmacy Technician | 16.46 |
| 12280 - Phlebotomist | 16.60 |
| 12305 - Radiologic Technologist | 27.83 |
| 12311 - Registered Nurse I | 25.39 |
| 12312 - Registered Nurse II | 31.06 |
| 12313 - Registered Nurse II, Specialist | 31.06 |
| 12314 - Registered Nurse III | 37.58 |
| 12315 - Registered Nurse III, Anesthetist | 37.58 |
| 12316 - Registered Nurse IV | 45.04 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 24.17 |
| 12320 - Substance Abuse Treatment Counselor | 20.47 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 17.35 |
| 13012 - Exhibits Specialist II | 21.23 |
| 13013 - Exhibits Specialist III | 25.98 |
| 13041 - Illustrator I | 17.14 |
| 13042 - Illustrator II | 21.23 |
| 13043 - Illustrator III | 25.98 |
| 13047 - Librarian | 23.52 |
| 13050 - Library Aide/Clerk | 11.02 |
| 13054 - Library Information Technology Systems Administrator | 21.23 |
| 13058 - Library Technician | 16.61 |
| 13061 - Media Specialist I | 15.32 |
| 13062 - Media Specialist II | 17.18 |
| 13063 - Media Specialist III | 19.11 |
| 13071 - Photographer I | 15.88 |
| 13072 - Photographer II | 17.63 |
| 13073 - Photographer III | 21.70 |
| 13074 - Photographer IV | 25.98 |
| 13075 - Photographer V | 31.43 |
| 13090 - Technical Order Library Clerk | 16.43 |
| 13110 - Video Teleconference Technician | 18.57 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14.98 |
| 14042 - Computer Operator II | 16.76 |
| 14043 - Computer Operator III | 19.12 |
| 14044 - Computer Operator IV | 21.26 |
| 14045 - Computer Operator V | 24.34 |
| 14071 - Computer Programmer I | (see 1) 22.41 |
| 14072 - Computer Programmer II | (see 1) 26.14 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |

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| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 14.98 |
| 14160 - Personal Computer Support Technician | | 21.52 |
| 14170 - System Support Specialist | | 28.08 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 27.62 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 33.39 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 40.05 |
| 15050 - Computer Based Training Specialist / Instructor | | 27.62 |
| 15060 - Educational Technologist | | 26.01 |
| 15070 - Flight Instructor (Pilot) | | 40.05 |
| 15080 - Graphic Artist | | 22.41 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 38.81 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 38.81 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 38.81 |
| 15090 - Technical Instructor | | 18.81 |
| 15095 - Technical Instructor/Course Developer | | 25.06 |
| 15110 - Test Proctor | | 15.19 |
| 15120 - Tutor | | 15.19 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 9.92 |
| 16030 - Counter Attendant | | 9.92 |
| 16040 - Dry Cleaner | | 11.32 |
| 16070 - Finisher, Flatwork, Machine | | 9.92 |
| 16090 - Presser, Hand | | 9.92 |
| 16110 - Presser, Machine, Drycleaning | | 9.92 |
| 16130 - Presser, Machine, Shirts | | 9.92 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 9.92 |
| 16190 - Sewing Machine Operator | | 11.82 |
| 16220 - Tailor | | 12.42 |
| 16250 - Washer, Machine | | 10.38 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 19.95 |
| 19040 - Tool And Die Maker | | 24.09 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 14.49 |
| 21030 - Material Coordinator | | 21.06 |
| 21040 - Material Expediter | | 21.06 |
| 21050 - Material Handling Laborer | | 12.65 |
| 21071 - Order Filler | | 12.68 |
| 21080 - Production Line Worker (Food Processing) | | 14.49 |
| 21110 - Shipping Packer | | 14.17 |
| 21130 - Shipping/Receiving Clerk | | 14.17 |
| 21140 - Store Worker I | | 9.03 |
| 21150 - Stock Clerk | | 14.59 |
| 21210 - Tools And Parts Attendant | | 14.49 |
| 21410 - Warehouse Specialist | | 14.49 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 26.41 |
| 23019 - Aircraft Logs and Records Technician | | 19.62 |
| 23021 - Aircraft Mechanic I | | 24.73 |
| 23022 - Aircraft Mechanic II | | 26.41 |
| 23023 - Aircraft Mechanic III | | 27.84 |
| 23040 - Aircraft Mechanic Helper | | 16.62 |
| 23050 - Aircraft, Painter | | 22.62 |
| 23060 - Aircraft Servicer | | 19.62 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 22.62 |
| 23080 - Aircraft Worker | | 21.45 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | | 21.45 |

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| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 24.73 |
| 23110 - Appliance Mechanic | 17.48 |
| 23120 - Bicycle Repairer | 13.23 |
| 23125 - Cable Splicer | 21.67 |
| 23130 - Carpenter, Maintenance | 18.62 |
| 23140 - Carpet Layer | 17.16 |
| 23160 - Electrician, Maintenance | 21.52 |
| 23181 - Electronics Technician Maintenance I | 25.16 |
| 23182 - Electronics Technician Maintenance II | 27.32 |
| 23183 - Electronics Technician Maintenance III | 29.47 |
| 23260 - Fabric Worker | 15.70 |
| 23290 - Fire Alarm System Mechanic | 19.84 |
| 23310 - Fire Extinguisher Repairer | 14.23 |
| 23311 - Fuel Distribution System Mechanic | 21.10 |
| 23312 - Fuel Distribution System Operator | 16.38 |
| 23370 - General Maintenance Worker | 15.70 |
| 23380 - Ground Support Equipment Mechanic | 24.73 |
| 23381 - Ground Support Equipment Servicer | 19.62 |
| 23382 - Ground Support Equipment Worker | 21.45 |
| 23391 - Gunsmith I | 14.23 |
| 23392 - Gunsmith II | 17.16 |
| 23393 - Gunsmith III | 20.11 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 21.44 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 22.90 |
| 23430 - Heavy Equipment Mechanic | 19.84 |
| 23440 - Heavy Equipment Operator | 18.02 |
| 23460 - Instrument Mechanic | 27.47 |
| 23465 - Laboratory/Shelter Mechanic | 18.64 |
| 23470 - Laborer | 12.65 |
| 23510 - Locksmith | 18.64 |
| 23530 - Machinery Maintenance Mechanic | 22.60 |
| 23550 - Machinist, Maintenance | 21.25 |
| 23580 - Maintenance Trades Helper | 14.56 |
| 23591 - Metrology Technician I | 27.47 |
| 23592 - Metrology Technician II | 29.34 |
| 23593 - Metrology Technician III | 30.82 |
| 23640 - Millwright | 20.11 |
| 23710 - Office Appliance Repairer | 19.21 |
| 23760 - Painter, Maintenance | 15.94 |
| 23790 - Pipefitter, Maintenance | 22.41 |
| 23810 - Plumber, Maintenance | 20.77 |
| 23820 - Pneudraulic Systems Mechanic | 20.11 |
| 23850 - Rigger | 20.11 |
| 23870 - Scale Mechanic | 17.16 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.84 |
| 23910 - Small Engine Mechanic | 16.58 |
| 23931 - Telecommunications Mechanic I | 26.47 |
| 23932 - Telecommunications Mechanic II | 28.28 |
| 23950 - Telephone Lineman | 21.26 |
| 23960 - Welder, Combination, Maintenance | 18.39 |
| 23965 - Well Driller | 19.84 |
| 23970 - Woodcraft Worker | 20.11 |
| 23980 - Woodworker | 16.61 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 16.11 |
| 24570 - Child Care Attendant | 12.47 |
| 24580 - Child Care Center Clerk | 16.04 |
| 24610 - Chore Aide | 10.34 |

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| 24620 - Family Readiness And Support Services Coordinator | 16.11 |
| 24630 - Homemaker | 17.49 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 19.84 |
| 25040 - Sewage Plant Operator | 20.15 |
| 25070 - Stationary Engineer | 19.84 |
| 25190 - Ventilation Equipment Tender | 12.58 |
| 25210 - Water Treatment Plant Operator | 19.92 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 15.25 |
| 27007 - Baggage Inspector | 12.58 |
| 27008 - Corrections Officer | 17.07 |
| 27010 - Court Security Officer | 16.86 |
| 27030 - Detection Dog Handler | 14.08 |
| 27040 - Detention Officer | 17.07 |
| 27070 - Firefighter | 17.07 |
| 27101 - Guard I | 12.58 |
| 27102 - Guard II | 14.08 |
| 27131 - Police Officer I | 21.56 |
| 27132 - Police Officer II | 23.95 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.55 |
| 28042 - Carnival Equipment Repairer | 14.77 |
| 28043 - Carnival Worker | 9.34 |
| 28210 - Gate Attendant/Gate Tender | 14.78 |
| 28310 - Lifeguard | 12.53 |
| 28350 - Park Attendant (Aide) | 16.55 |
| 28510 - Recreation Aide/Health Facility Attendant | 12.07 |
| 28515 - Recreation Specialist | 20.37 |
| 28630 - Sports Official | 13.17 |
| 28690 - Swimming Pool Operator | 22.19 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 20.42 |
| 29020 - Hatch Tender | 20.42 |
| 29030 - Line Handler | 20.42 |
| 29041 - Stevedore I | 19.04 |
| 29042 - Stevedore II | 22.17 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 37.62 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 25.94 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 28.57 |
| 30021 - Archeological Technician I | 17.79 |
| 30022 - Archeological Technician II | 19.91 |
| 30023 - Archeological Technician III | 24.66 |
| 30030 - Cartographic Technician | 24.66 |
| 30040 - Civil Engineering Technician | 24.00 |
| 30051 - Cryogenic Technician I | 27.03 |
| 30052 - Cryogenic Technician II | 29.85 |
| 30061 - Drafter/CAD Operator I | 17.79 |
| 30062 - Drafter/CAD Operator II | 19.91 |
| 30063 - Drafter/CAD Operator III | 22.20 |
| 30064 - Drafter/CAD Operator IV | 27.32 |
| 30081 - Engineering Technician I | 15.85 |
| 30082 - Engineering Technician II | 17.79 |
| 30083 - Engineering Technician III | 19.91 |
| 30084 - Engineering Technician IV | 24.66 |
| 30085 - Engineering Technician V | 30.17 |
| 30086 - Engineering Technician VI | 36.51 |
| 30090 - Environmental Technician | 24.41 |
| 30095 - Evidence Control Specialist | 24.41 |

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| 30210 - Laboratory Technician | 22.61 |
| 30221 - Latent Fingerprint Technician I | 27.03 |
| 30222 - Latent Fingerprint Technician II | 29.85 |
| 30240 - Mathematical Technician | 24.66 |
| 30361 - Paralegal/Legal Assistant I | 17.09 |
| 30362 - Paralegal/Legal Assistant II | 21.16 |
| 30363 - Paralegal/Legal Assistant III | 25.89 |
| 30364 - Paralegal/Legal Assistant IV | 31.33 |
| 30375 - Petroleum Supply Specialist | 29.85 |
| 30390 - Photo-Optics Technician | 24.66 |
| 30395 - Radiation Control Technician | 29.85 |
| 30461 - Technical Writer I | 24.41 |
| 30462 - Technical Writer II | 29.85 |
| 30463 - Technical Writer III | 36.11 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 23.91 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 28.93 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 34.67 |
| 30494 - Unexploded (UXO) Safety Escort | 23.91 |
| 30495 - Unexploded (UXO) Sweep Personnel | 23.91 |
| 30501 - Weather Forecaster I | 27.03 |
| 30502 - Weather Forecaster II | 32.87 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 22.20 |
| 30621 - Weather Observer, Senior | (see 2) 24.66 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 28.93 |
| 31020 - Bus Aide | 10.73 |
| 31030 - Bus Driver | 17.17 |
| 31043 - Driver Courier | 13.73 |
| 31260 - Parking and Lot Attendant | 11.76 |
| 31290 - Shuttle Bus Driver | 15.32 |
| 31310 - Taxi Driver | 11.38 |
| 31361 - Truckdriver, Light | 15.32 |
| 31362 - Truckdriver, Medium | 16.90 |
| 31363 - Truckdriver, Heavy | 18.93 |
| 31364 - Truckdriver, Tractor-Trailer | 18.93 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.10 |
| 99030 - Cashier | 11.02 |
| 99050 - Desk Clerk | 10.54 |
| 99095 - Embalmer | 23.91 |
| 99130 - Flight Follower | 23.91 |
| 99251 - Laboratory Animal Caretaker I | 13.46 |
| 99252 - Laboratory Animal Caretaker II | 15.03 |
| 99260 - Marketing Analyst | 23.41 |
| 99310 - Mortician | 23.91 |
| 99410 - Pest Controller | 18.78 |
| 99510 - Photofinishing Worker | 13.56 |
| 99710 - Recycling Laborer | 12.75 |
| 99711 - Recycling Specialist | 16.49 |
| 99730 - Refuse Collector | 10.99 |
| 99810 - Sales Clerk | 13.63 |
| 99820 - School Crossing Guard | 10.89 |
| 99830 - Survey Party Chief | 21.80 |
| 99831 - Surveying Aide | 19.83 |
| 99832 - Surveying Technician | 20.00 |
| 99840 - Vending Machine Attendant | 11.72 |
| 99841 - Vending Machine Repairer | 14.59 |
| 99842 - Vending Machine Repairer Helper | 10.52 |

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

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

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

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

