

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040014137		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER L11PX01066		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Donald L Vicena		b. TELEPHONE NUMBER (No collect calls) 509-536-1234		6. SOLICITATION ISSUE DATE	
9. ISSUED BY BLM OR-SPOKANE DIST OFC (ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> NAICS: 561612 SIZE STANDARD: \$18.5 </div> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> 8(A) </div> </div>			
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a.		13b. RATING	
15. DELIVER TO CODE 0004276620 BLM-OR SPOKANE DISTRICT OFFICE* 1103 N FANCHER SPOKANE WA 99212-1275				16. ADMINISTERED BY CODE LHW BLM OR SPOKANE DIST OFC (ORW00) 1103 N FANCHER ROAD SPOKANE WA 99212			
17a. CONTRACTOR/ OFFEROR KITTITAS, COUNTY OF 205 WEST 5TH - SUITE 105 ELLENSBURG WA 98926-2891		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY CODE IPP INV Internet Payment Platform System US Department of Treasury http://www.ipp.gov <div style="text-align: right; font-weight: bold; font-size: 1.2em;"> RECEIVED JUL 22 2011 KITTITAS COUNTY SHERIFF </div>			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Kittitas County Sheriffs' Department shall provide supplemental Law Enforcement patrols in accordance with the specifications outlined in the attached Statement of Work. Suggested COR: TNICOLI Delivery: 09/30/2012 Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORW00000 Functional Area: L10200000.NU0000 Fund: XXXL1109AF Fund Center: Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 01				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$25,000.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			
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 HEREIN.				29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Gene Dana, Sheriff		30c. DATE SIGNED 09/22/11		31b. NAME OF CONTRACTING OFFICER (Type or print) Donald L Vicena		31c. DATE SIGNED 06/30/2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	LLORW00000 PR Acct Assign Line: 01 Period of Performance: 10/01/2011 to 09/30/2012 LE PATROLS The total amount of award: \$25,000.00. The obligation for this award is shown in box 26.				25,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTEDACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS
☐ NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ 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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

FAR CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

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

Federal Acquisition Regulation clauses: <http://www.acquisition.gov/comp/far/index.htm> and
Department of the Interior Clauses: <http://www.doi.gov/pam/1452-3.html>

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.242-14	Suspension of Work	April 1984
52.242-15	Stop Work Order	August 1989
52.247-34	F.O.B. Destination	November 1991
52.253-01	Computer Generated Forms	January 1991

52.204-7 CENTRAL CONTRACTOR REGISTRATION

APR 2008

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that

identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(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 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 CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR 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.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.212-4 CONTRACT TERMS AND CONDITIONS --- COMMERCIAL ITEMS

JUNE 2010

Addendum to 52.212-4(a), Contract Terms and Conditions--Commercial Items,
regarding Inspection/Acceptance procedures:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 2011)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (2) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (3) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (5) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (6)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

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

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

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

___ (8) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (9)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

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

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

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (14) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

X (15) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (18) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (19) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

___ (20) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

___ (21) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (22) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (23) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (24) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

___ (25) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (26)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (27) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (28) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (33) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (34) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (35) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

- ___ (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). **ATTACHMENT 2**
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Dec 2010). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 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.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 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.

D. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Attachment No.	Title	Pages
1	Statement of Work	6
2	Classification and Wages of Government Employees	1
3	Wage Determination	10

REIMBURSABLE LAW ENFORCEMENT ORDER FOR SERVICES 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 the public lands. The Kittitas County Sheriffs Office (KCSO) will enforce the civil and criminal laws of the State and/or county on the 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 an extraordinary nature outside the scope of the KCSO'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 the public lands. The lack of any specific request by the BLM will not limit the authority of the KCSO to respond to any situation in a fashion seen fit under State or local law.
 - KCSO will coordinate with the designated BLM Project Manager (P.M.) regarding patrol needs and to exchange law enforcement information of benefit to both the county and the BLM.
 - KCSO agrees to conduct patrols *by motorized vehicle, foot, ATV or boat* for the BLM lands within Kittitas County, with most efforts and time spent within the Yakima River Canyon and also at the Liberty site.
 - KCSO will provide one deputy under authority of this contract, in addition to the normal availability of deputies available for patrols of the public lands, waters, roads, and trails administered by the BLM within the confines of Kittitas County. The deputy will work a regularly scheduled tour on such lands, waters, roads, and trails with special attention given to the BLM land within the Yakima River Canyon and also the Liberty site. Assignment will be for the period of this contract. Patrols will focus on preventing violations of laws and regulations, safety of visitors and government employees and the investigation of crimes.
 - KCSO will provide coverage, on national holidays and weekends, between and including May 24th 2012 and September 30th, 2012 to assure that adequate patrols on BLM administered land within the Yakima River Canyon and the Liberty site will be made. Patrols will focus on preventing violations of laws and regulations, safety of visitors and government employees and the investigation of crimes. These patrols will be made during hours which will be determined by the BLM Project Manager and the KCSO POC. Assignment will be for the period of this contract.
 - When requested by the BLM, the KCSO 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.

- KCSO agrees to make patrols with specific attention paid to patrols that will focus on preventing violations of laws and regulations, safety of visitors and government employees and the investigation of crimes. The patrols will be made during hours which will be determined by the coordinating efforts between the BLM Project Manager and the KCSO POC. Patrols will be made an average of *eight hours per weekend day and national holidays on Mondays*. The number of patrols during any given weekend day or national holiday will depend on availability of deputies to fill the patrols.
- (b) Sworn personnel assigned to duties under this contract will be paid employees of the Kittitas County Sheriffs Office who have complied with the minimum standards as required by the Washington Criminal Justice Training Commission and that such deputies have not been convicted of a misdemeanor crime of domestic violence and is not prohibited from possessing a firearm in accordance with 18 U.S.C. 922(g)(9).
- (c) The Kittitas County Sheriffs 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 Kittitas County Sheriffs 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 Kittitas County Sheriffs Office will furnish the designated BLM Project Manager quarterly reports of all noted law enforcement activities related to (1) Number of patrols made ; (2) hours worked; (3) arrests and citations made on public lands- misdemeanors and felonies; (4) incidents investigated or responded to; (5) assistance given to BLM personnel; and (6) an itemized list of all reimbursable services requested by the BLM setting forth requestor, date, and services provided; (7) Copies of all patrol logs, case reports and subject F.I. information.

Financial Support

(a) Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (February 2011)

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

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

1. Copy of County Generated Invoice.

The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. 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.

A copy of the invoice and itemized documentation in support of all expenses will be sent to Ranger Tim Nicoulin at the Wenatchee Field Office at the same time the invoice is sent to the NOC. The designated BLM Project Manager 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 and/or with the designated BLM Project Manager.

(b). Rate Schedule for Reimbursable Services.

(1) It is mutually understood that 5 percent of the assigned Deputy's time may be utilized by the Sheriff in duties not related to this agreement, including search and rescue, without necessitating the need for an adjustment in reimbursement agreed upon.

(2) An invoice and monthly reports will be furnished at the end of each month to the BLM's Project Manager, with a certification that the services have been performed.

(3) It is further mutually agreed that the sum of \$25,000 represents the maximum dollar amount for which the BLM will be responsible under the terms of this agreement during the Federal fiscal year. The Federal Government is not obligated to pay, nor is the Sheriff obligated to perform, any effort that will require the expenditure of funds above the total dollar amount set forth above. If at any time the Sheriff anticipates that additional funds will be required to perform the work set forth in this agreement, the Sheriff shall notify the Project Manager, except in emergencies, at least 30 days before the anticipated date funds will be depleted.

(4) The Bureau agrees to reimburse the County at the rates below:

Reserve deputies at \$20.00 per hour
Line deputies at \$55.00 per regular hour
Line deputies at \$65.00 per overtime hour
Total reimbursable \$25,000.00 (per federal fiscal year)

Key officials

A. Contracting Officer (CO)

Don Vicena
Bureau of Land Management
Spokane District Office
1103 North Fancher
Spokane, WA 99212
Telephone Number (509)536-1234

B. Project Manager (P.M.)

Tim Nicoulin, Jr.
Bureau of Land Management
Spokane District – Wenatchee Field Office
915 North Walla Walla
Wenatchee, WA 98801
Telephone Number (509) 665-2152

C. Responsible Official

Undersheriff Clayton Myers
Kittitas County Sheriff
307 W. Umptanum Road
Ellensburg, Washington 98926
Telephone Number (509)962-7525

(1) Each party will furnish the other written information necessary for mutual enforcement operations.

(2) Any issues that the BLM Project Manager and the Sheriff cannot reconcile will be referred to the CO and any county board or commission or individual county official who the Sheriff designates for mutual resolution of the issues. The Contractor shall proceed diligently with the performance of this contract, pending final resolution of any dispute arising under this contract.

Terms


A. This purchase order is effective as of date of signing and shall remain in effect through December 31, 2012, unless terminated in accordance with the applicable provisions of FAR 2005-50.

Special Terms and Conditions


A. Modifications

This purchase order may be modified by written agreement signed by both the Kittitas County Sheriff and the Contracting Officer. Modifications must be within the scope of this instrument. Administrative changes (i.e., C.O. name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the Contracting Officer.


Signatory Page


Gene Dana
Kittitas County Sheriff

9/22/2011
Date


Donald L. Vicena
Contracting Officer

10-13-11
Date


Kittitas County Commissioner


10/4/11
Date


Kittitas County Commissioner

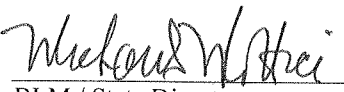
10/4/11
Date


Kittitas County Commissioner

10/4/11
Date

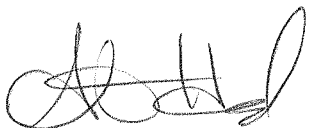

BLM / SAC

10/17/11
Date


for BLM / State Director

10/18/11
Date

Approved to Form:



Stephanie Happold
#38112

ATTACHMENT 2

FAR 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be indicated:

<u>Labor Classification</u>	<u>Basic Rate</u>	<u>Fringe Benefits</u>
Field Staff L.E. Ranger GS-11 / 4	\$60.81	Life and Health Insurance partly paid by the Gov't - Retirement - Annual/Sick Leave

The classification shown above is the wage that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work.

Wage Rates

WD 05-2566 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2566
Revision No.: 11
Date Of Revision: 06/13/2011

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.39
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.07
01020 - Administrative Assistant		21.14
01040 - Court Reporter		17.53
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		16.07
01070 - Document Preparation Clerk		13.58
01090 - Duplicating Machine Operator		13.59
01111 - General Clerk I		11.77
01112 - General Clerk II		12.84
01113 - General Clerk III		14.41
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		11.94
01191 - Order Clerk I		12.85
01192 - Order Clerk II		14.02
01261 - Personnel Assistant (Employment) I		16.71
01262 - Personnel Assistant (Employment) II		18.69
01263 - Personnel Assistant (Employment) III		20.84
01270 - Production Control Clerk		19.49
01280 - Receptionist		11.85
01290 - Rental Clerk		11.97
01300 - Scheduler, Maintenance		15.68
01311 - Secretary I		15.68
01312 - Secretary II		17.53
01313 - Secretary III		19.56
01320 - Service Order Dispatcher		17.27
01410 - Supply Technician		21.14
01420 - Survey Worker		11.69
01531 - Travel Clerk I		12.69
01532 - Travel Clerk II		13.52
01533 - Travel Clerk III		14.47
01611 - Word Processor I		13.69
01612 - Word Processor II		15.37
01613 - Word Processor III		17.17
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.28
05010 - Automotive Electrician		19.82
05040 - Automotive Glass Installer		18.24
05070 - Automotive Worker		18.24

Wage Rates

05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	19.82
05160 - Motor Equipment Metal Worker	18.24
05190 - Motor Vehicle Mechanic	19.94
05220 - Motor Vehicle Mechanic Helper	15.68
05250 - Motor Vehicle Upholstery Worker	17.25
05280 - Motor Vehicle Wrecker	18.24
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	18.24
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	19.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	12.04
07042 - Cook II	13.48
07070 - Dishwasher	10.20
07130 - Food Service Worker	10.20
07210 - Meat Cutter	18.06
07260 - Waiter/waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.63
11060 - Elevator Operator	10.63
11090 - Gardener	13.37
11122 - Housekeeping Aide	10.81
11150 - Janitor	12.25
11210 - Laborer, Grounds Maintenance	12.51
11240 - Maid or Houseman	9.83
11260 - Pruner	11.87
11270 - Tractor Operator	13.48
11330 - Trail Maintenance Worker	12.51
11360 - Window Cleaner	12.83
12000 - Health Occupations	
12010 - Ambulance Driver	17.80
12011 - Breath Alcohol Technician	18.18
12012 - Certified Occupational Therapist Assistant	21.83
12015 - Certified Physical Therapist Assistant	21.29
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	36.32
12030 - EKG Technician	25.44
12035 - Electroneurodiagnostic Technologist	25.44
12040 - Emergency Medical Technician	17.80
12071 - Licensed Practical Nurse I	16.19
12072 - Licensed Practical Nurse II	18.18
12073 - Licensed Practical Nurse III	20.34
12100 - Medical Assistant	13.97
12130 - Medical Laboratory Technician	18.69
12160 - Medical Record Clerk	12.97
12190 - Medical Record Technician	14.50
12195 - Medical Transcriptionist	15.49
12210 - Nuclear Medicine Technologist	40.08
12221 - Nursing Assistant I	9.62
12222 - Nursing Assistant II	10.81
12223 - Nursing Assistant III	11.80
12224 - Nursing Assistant IV	13.25
12235 - Optical Dispenser	17.21
12236 - Optical Technician	15.03

Wage Rates

12250 - Pharmacy Technician	15.99
12280 - Phlebotomist	13.25
12305 - Radiologic Technologist	25.10
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	20.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.25
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.41
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	15.90
13061 - Media Specialist I	17.57
13062 - Media Specialist II	19.65
13063 - Media Specialist III	21.91
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08
14043 - Computer Operator III	21.54
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.50
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.06
14160 - Personal Computer Support Technician	27.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.40
15020 - Aircrew Training Devices Instructor (Rated)	34.36
15030 - Air Crew Training Devices Instructor (Pilot)	37.80
15050 - Computer Based Training Specialist / Instructor	28.40
15060 - Educational Technologist	30.38
15070 - Flight Instructor (Pilot)	37.80
15080 - Graphic Artist	22.86
15090 - Technical Instructor	19.78
15095 - Technical Instructor/Course Developer	24.20
15110 - Test Proctor	16.26
15120 - Tutor	16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.69
16030 - Counter Attendant	9.69
16040 - Dry Cleaner	11.60
16070 - Finisher, Flatwork, Machine	9.69

Wage Rates

16090 - Presser, Hand	9.69
16110 - Presser, Machine, Drycleaning	9.69
16130 - Presser, Machine, Shirts	9.69
16160 - Presser, Machine, Wearing Apparel, Laundry	9.69
16190 - Sewing Machine Operator	12.29
16220 - Tailor	12.99
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.67
19040 - Tool And Die Maker	21.74
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.65
21030 - Material Coordinator	19.49
21040 - Material Expediter	19.49
21050 - Material Handling Laborer	12.49
21071 - Order Filler	14.11
21080 - Production Line Worker (Food Processing)	15.65
21110 - Shipping Packer	13.97
21130 - Shipping/Receiving Clerk	13.62
21140 - Store Worker I	12.38
21150 - Stock Clerk	15.87
21210 - Tools And Parts Attendant	15.65
21410 - Warehouse Specialist	15.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.83
23021 - Aircraft Mechanic I	23.66
23022 - Aircraft Mechanic II	24.83
23023 - Aircraft Mechanic III	26.08
23040 - Aircraft Mechanic Helper	18.43
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	20.58
23080 - Aircraft Worker	21.77
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	26.53
23130 - Carpenter, Maintenance	20.53
23140 - Carpet Layer	19.17
23160 - Electrician, Maintenance	21.33
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	18.40
23290 - Fire Alarm System Mechanic	19.24
23310 - Fire Extinguisher Repairer	17.29
23311 - Fuel Distribution System Mechanic	20.42
23312 - Fuel Distribution System Operator	17.29
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	23.66
23381 - Ground Support Equipment Servicer	20.58
23382 - Ground Support Equipment Worker	21.77
23391 - Gunsmith I	17.29
23392 - Gunsmith II	19.50
23393 - Gunsmith III	21.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.76
23430 - Heavy Equipment Mechanic	21.47
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	21.71
23465 - Laboratory/Shelter Mechanic	20.80
23470 - Laborer	12.49
23510 - Locksmith	20.80

Wage Rates

23530 - Machinery Maintenance Mechanic	21.23
23550 - Machinist, Maintenance	17.88
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	21.71
23592 - Metrology Technician II	22.91
23593 - Metrology Technician III	23.93
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.60
23790 - Pipefitter, Maintenance	26.03
23810 - Plumber, Maintenance	23.76
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	19.50
23890 - Sheet-Metal Worker, Maintenance	20.42
23910 - Small Engine Mechanic	15.83
23931 - Telecommunications Mechanic I	26.54
23932 - Telecommunications Mechanic II	27.60
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	16.77
23965 - Well Driller	19.94
23970 - Woodcraft Worker	21.71
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.66
24580 - Child Care Center Clerk	13.06
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	13.01
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.57
25040 - Sewage Plant Operator	20.56
25070 - Stationary Engineer	24.57
25190 - Ventilation Equipment Tender	17.64
25210 - Water Treatment Plant Operator	20.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.69
27007 - Baggage Inspector	12.22
27008 - Corrections Officer	24.11
27010 - Court Security Officer	25.50
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	22.01
27101 - Guard I	12.22
27102 - Guard II	15.98
27131 - Police Officer I	28.39
27132 - Police Officer II	31.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.85
28042 - Carnival Equipment Repairer	11.41
28043 - Carnival Equipment Worker	10.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	16.61
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	15.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.66
29020 - Hatch Tender	20.66
29030 - Line Handler	20.47

Wage Rates

29041 - Stevedore I	19.35
29042 - Stevedore II	22.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	23.02
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01
30084 - Engineering Technician IV	23.58
30085 - Engineering Technician V	28.75
30086 - Engineering Technician VI	34.90
30090 - Environmental Technician	23.22
30210 - Laboratory Technician	20.54
30240 - Mathematical Technician	23.29
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.33
30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30390 - Photo-Optics Technician	23.29
30461 - Technical Writer I	20.72
30462 - Technical Writer II	27.13
30463 - Technical Writer III	32.83
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	20.97
30621 - Weather Observer, Senior (see 2)	23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.83
31030 - Bus Driver	17.01
31043 - Driver Courier	12.24
31260 - Parking and Lot Attendant	10.23
31290 - Shuttle Bus Driver	13.08
31310 - Taxi Driver	12.53
31361 - Truckdriver, Light	13.08
31362 - Truckdriver, Medium	17.52
31363 - Truckdriver, Heavy	18.65
31364 - Truckdriver, Tractor-Trailer	18.65
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	10.35
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.51
99252 - Laboratory Animal Caretaker II	12.30
99310 - Mortician	22.74
99410 - Pest Controller	16.97
99510 - Photofinishing Worker	12.16
99710 - Recycling Laborer	15.72
99711 - Recycling Specialist	16.64
99730 - Refuse Collector	14.50

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99810 - Sales Clerk	13.51
99820 - School Crossing Guard	13.98
99830 - Survey Party Chief	22.89
99831 - Surveying Aide	12.79
99832 - Surveying Technician	17.50
99840 - Vending Machine Attendant	13.13
99841 - Vending Machine Repairer	15.08
99842 - Vending Machine Repairer Helper	13.13

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of 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 4174)

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

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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 regrading 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.

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** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of wage and hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that wage and hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

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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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.