



Marion County  
OREGON  
FINANCE DEPARTMENT

## Contract Review Sheet

Contract #: **SO-2546-18**

Person Sending: **Camille Brignon**

Department: **Sheriff**

Contact Phone #: **503-589-3261**

Date Sent: **9/9/2021**

☐ Contract ☒ Amendment # **5** ☐ Lease ☒ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **Bureau of Land Management (BLM) Patrol Services IGA 140L5018P0053**

Contractor's Name: **Bureau of Land Management (BLM)**

Term - Date From: **10/1/2018**

Expires: **9/30/2022**

Contract Total: **\$64,836.72**

Amendment Amount: **\$101,952.00**

New Contract Total: **\$166,788.72**

Source Selection Method:

# **Incoming Funds IGA**

Additional Considerations (check all that apply)

☐ Board Order# \_\_\_\_\_

☐ Feasibility Determination (attach approved form)

☒ Incoming Funds

☒ Federal Funds (attach sub-recipient / contractor analysis)

☐ Independent Contractor (LECS) approval date: \_\_\_\_\_

☐ Reinstatement (attach written justification)

☐ Insurance Waiver (attach)

☐ Retroactive (attach written justification)

☐ CIP# \_\_\_\_\_ (required for all goods /software greater than \$5,000)

Description of Services or Grant Award:

**This Amendment 5 will exercise the Option 3 of the original agreement obligating \$101,952.00 in funds and extending the term through September 30, 2022.**

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_

BOC Planning Date: \_\_\_\_\_

Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date \_\_\_\_\_

☐ To be filed

☐ Added to master list

☐ Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 9/22/2021

Department: Sheriff's Office      Agenda Planning Date: 9/16/2021      Time required:

☐ Audio/Visual aids      NA

Contact: Camille Brignon      Phone: 503-589-3261

Department Head Signature: 

**TITLE**      Bureau of Land Management (BLM) \_ Patrol Services Agreement 140L5018P0053 \_ Amendment 5

Issue, Description & Background      The purpose of this intergovernmental agreement amendment is to exercise Option 3 of the original agreement adding funds and extending the term for an additional year where the Marion County Sheriff's Office will provide patrol services on BLM land.

Financial Impacts:      This amendment 5 will add \$101,952.00 to the existing total to be used through September 30, 2022.

Impacts to Department & External Agencies

Options for Consideration:      1. Approve  
2. Deny  
3. Take no action at this time


Recommendation:      Approve

List of attachments:      Original Contract and amendments, BOC agenda review form, Contract Review Sheet,

Presenter:      Commander Stutrud

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

Copies to:      Camille Brignon; cbrignon@co.marion.or.us  
Jeff Stutrud, jstutrud@co.marion.or.us

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE		PAGE OF PAGES	
				1      3	
2 AMENDMENT/MODIFICATION NO. P00005		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ. NO. 0040543311	
6 ISSUED BY CODE BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204		7 ADMINISTERED BY (If other than Item 6) CODE		5 PROJECT NO (If applicable)	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MARION, COUNTY OF Attn: Camille Brignon 100 HIGH ST NE SALEM OR 97301-3640		(x) 9A AMENDMENT OF SOLICITATION NO.		9B DATED (SEE ITEM 11)	
CODE 0070188666 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO. 140L5018P0053		10B DATED (SEE ITEM 13) 09/25/2018	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12 ACCOUNTING AND APPROPRIATION DATA (If required)      Net Increase:      \$101,952.00 See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE					
A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: x 52.212-4(c) Changes, FAR 52.217-9 Option to Extend Services					
D OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Marion County Law Enforcement Patrol Services for the BLM-NWOR District Office  This Modification is to exercise Option Period 3 October 1, 2021 through September 30, 2022.  Additional funding in the amount of \$101,952.00 is hereby obligated.  All other aspects of the contract remain in effect.					
Continued 					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A NAME AND TITLE OF SIGNER (Type or print) <b>Joe Kast, Sheriff</b>			16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kanon Morris		
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C DATE SIGNED <b>9/9/2021</b>		16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
				16C DATE SIGNED	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

140L5018P0053/P00005

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2021 to 09/30/2022  Add Item 00190 as follows:				
00190	Law Enf Patrol - Marion - Option Period 3  October 1, 2021 through September 30, 2022  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252Z0 Business Area: L000 Commitment Item: 252Z00 Cost Center: LLORN00100 Functional Area: L63000000.NU0000 Fund: 21XL1116AF Fund Center: LLORN00100 PR Acct Assign: 01 Funded: \$28,092.00  Add Item 00200 as follows:				28,092.00
00200	Law Enf Patrol - Marion - Option Period 3  October 1, 2021 through September 30, 2022  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252Z0 Business Area: L000 Commitment Item: 252Z00 Cost Center: LLORN00100 Functional Area: L63100000.NU0000 Fund: 20XL1116AF Fund Center: LLORN00100 PR Acct Assign: 01 Funded: \$55,482.32  Add Item 00210 as follows:				55,482.32
00210	Law Enf Patrol - Marion - Option Period 3  October 1, 2021 through September 30, 2022  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252Z0 Business Area: L000 Commitment Item: 252Z00 Cost Center: LLORN00100 Functional Area: Continued ...				18,377.68

NAME OF OFFEROR OR CONTRACTOR  
MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	L63500000.NU0000 Fund: 20XL1116AF Fund Center: LLORN00100 PR Acct Assign: 01 Funded: \$18,377.68				

**INTERGOVERNMENTAL AGREEMENT  
BUREAU OF LAND MANAGEMENT  
140L5018P0053**

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b> 1 2	
<b>2 AMENDMENT/MODIFICATION NO</b> P00004		<b>3 EFFECTIVE DATE</b> See Block 16C		<b>4 REQUISITION/PURCHASE REQ NO</b>	
<b>5 PROJECT NO (If applicable)</b>		<b>6 ISSUED BY</b> BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204		<b>7 ADMINISTERED BY (If other than Item 6)</b>	
<b>CODE</b> LHA		<b>CODE</b>			
<b>8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b> MARION, COUNTY OF Attn: Camille Brignon 100 HIGH ST NE SALEM OR 97301-3640		<b>9A. AMENDMENT OF SOLICITATION NO</b> (x)			
		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO</b> 140L5018P0053			
		<b>10B. DATED (SEE ITEM 13)</b> 09/25/2018			
<b>CODE</b> 0070188666		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Net Decrease: -\$19,439.28

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</b>
<input checked="" type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</b> Bilateral - Clause 52.212-4(c) changes
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☐ is not ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Marion County Law Enforcement Patrol Services for the BLM-NWOR District Office, Eugene, Oregon.

The purpose of this bilateral modification is to deobligate unused funds in the amount of \$19,439.28 for services not performed and no longer required. The contractor has verified via email dated 4/23/2020 that all the billings for the time frame 10/1/2018 to 9/30/2019 have been invoiced, paid and the balance can be deobligated.

Line item no. 00010 is reduced by \$7,818.28 from \$10,471.00 to \$8,652.72. Line expired on 09/30/2019.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Jeff Wood, Undersheriff		<b>15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Ramon Morris SuSanne Clark	
<b>15B. CONTRACTOR/VEHICLE</b> Jeff Wood		<b>15C. DATE SIGNED</b> 5/19/20	
<b>15B. CONTRACTOR/VEHICLE</b>		<b>15B. UNITED STATES OF AMERICA</b>	
<b>15C. DATE SIGNED</b>		<b>15C. DATE SIGNED</b>	
<b>15C. DATE SIGNED</b>		<b>15C. DATE SIGNED</b>	

Previous edition unusable

Standard Form 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053/P00004

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Line item no. 00020 is cancelled in its entirety from \$1,166.00 to \$0.00. Line expired on 09/30/2019.  Line item no. 00030 is cancelled in its entirety from \$10,455.00 to \$0.00. Line expired on 09/30/2019.  By reason of this modification the value of this order is reduced by \$19,439.28 from \$84,276.00 to \$64,836.72.  Delivery: 09/30/2019 Delivery Location Code: 0004276580 BLM-OR SALEM DISTRICT OFFICE* 1717 FABRY RD SE SALEM OR 97306 US  Period of Performance: 10/01/2020 to 09/30/2021  Change Item 00010 to read as follows (amount shown is the obligated amount):  00010 LAW-Contract-Marion-FY19  Base Year October 1, 2018 through September 30, 2019  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58820000.NU0000 Fund: 14XL5485AF Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: -\$7,818.28 Period of Performance: 10/01/2018 to 09/30/2019  Cancel Item 00020 in its entirety.  Cancel Item 00030 in its entirety.				-7,818.28



**MARION COUNTY ADDITIONAL SIGNATURE PAGE FOR:**

**INTERGOVERNMENTAL AGREEMENT #140L5018P0053 \_ P00004**

**By and Between**

**BUREAU OF LAND MANAGEMENT**

**And**

**MARION COUNTY, by and through its Sheriff's Office**

**CONTRACTS & PROCUREMENT:**

Authorized Signature: \_\_\_\_\_

Chief Administrative Officer

4/1/20

Date

Reviewed by Signature: \_\_\_\_\_

Marion County Legal Counsel

5/29/20

Date

Reviewed by Signature: \_\_\_\_\_

Marion County Contracts & Procurement

5/22/2020

Date



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO. P00003		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO.	
6 ISSUED BY BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204		CODE LHA		5 PROJECT NO. (If applicable)	
		7 ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MARION, COUNTY OF Attn: Camille Peterson 100 HIGH ST NE SALEM OR 97301-3640		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. 140L5018P0053	
				10B. DATED (SEE ITEM 13) 09/25/2018	
CODE 0070188666		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Marion County Law Enforcement Patrol Services for the BLM-NWOR District Office, Eugene, Oregon.					
a) The purpose of this administrative modification is to add CLINs 00170 for Option Year three (3) and 00180 for Option Year four (4) that were previously CLINs 00100, 00110, 00120, 00130, 00140, and 00150. These CLINs were cancelled due to a system error that was encountered during the award of P00002 which exercised Option Period two (2) and were inadvertently left off the award which intended to added them back into the system as originally negotiated.					
b) This modification is at no additional cost and is considered within the original scope Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A NAME AND TITLE OF SIGNER (Type or print)			16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Kanon Morris		
15B CONTRACTOR/OFFEROR		15C DATE SIGNED		16B UNITED STATES OF AMERICA	
				COLIN LEE	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C DATE SIGNED 10/10/2019	

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053/P00003

PAGE 2 OF 2

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and performance period of the award.				
	c) All other terms and conditions remain unchanged.				
	Period of Performance: 10/01/2020 to 09/30/2021				
	Add Item 00170 as follows:				
	LAW-Contract-Marion				
00170	LAW-Contract-Marion				0.00
	Option Year 3 October 1, 2021 through September 30, 2022				
	Amount: \$28,092.00 (Option Line Item)				
	09/30/2021				
	Period of Performance: 10/01/2021 to 09/30/2022				
	Add Item 00180 as follows:				
	LAW-Contract-Marion				
00180	LAW-Contract-Marion				0.00
	Option Year 4 October 1, 2023 through September 30, 2024				
	Amount: \$28,092.00 (Option Line Item)				
	09/30/2023				
	Period of Performance: 10/01/2023 to 09/30/2024				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 0040464376	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE LHA		7. ADMINISTERED BY (If other than Item 6) CODE	
BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MARION, COUNTY OF Attn: Camille Peterson 100 HIGH ST NE SALEM OR 97301-3640		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 140L5018P0053			
		10B. DATED (SEE ITEM 13) 09/25/2018			
CODE 0070188666		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$28,092.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

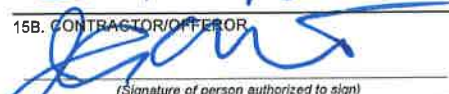
E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Marion County Law Enforcement Patrol Services for the BLM-NWOR District Office, Eugene, Oregon.

The purpose of this modification is to exercise option period 2 for the performance period of October 1, 2020 - September 30, 2021.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Joe K. Morris, Sheriff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kanon Morris	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/7/19	16B. UNITED STATES OF AMERICA Digitally signed by KANON MORRIS (signature of Contracting Officer)	16C. DATE SIGNED 09/24/2019

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053/P00002

PAGE

OF

2

3

NAME OF OFFEROR OR CONTRACTOR  
MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Reason for Modification: Exercise an Option</p> <p>Period Of Performance Start Date changed from 01-OCT-18 to 01-OCT-20</p> <p>Period Of Performance End Date changed from 30-SEP-23 to 30-SEP-21</p> <p>Obligated Amount for this Modification: \$28,092.00</p> <p>New Total Obligated Amount for this Award: \$84,276.00</p> <p>Buyer changed from Susanne Clark</p> <p>to Amy Wooldridge</p> <p>Contracting Officer changed from Susanne Clark</p> <p>to Kanon Morris</p> <p>Legacy Document Number changed to :</p> <p>Period of Performance: 10/01/2020 to 09/30/2021</p> <p>Cancel Item 00070 in its entirety.</p> <p>Cancel Item 00080 in its entirety.</p> <p>Cancel Item 00090 in its entirety.</p> <p>Cancel Item 00100 in its entirety.</p> <p>Cancel Item 00110 in its entirety.</p> <p>Cancel Item 00120 in its entirety.</p> <p>Cancel Item 00130 in its entirety.</p> <p>Cancel Item 00140 in its entirety.</p> <p>Cancel Item 00150 in its entirety.</p> <p>Add Item 00160 as follows:</p>				
00160	<p>LAW-Contract-Marion-FY19</p> <p>Option Year 2 October 1, 2020 through September Continued ...</p>				28,092.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053/P00002PAGE OF  
3 3NAME OF OFFEROR OR CONTRACTOR  
MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	30, 2021  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L63340000.NU0000 Fund: 19XL1116AF Fund Center: LLORN00100 Project/WBS: LX.SS.022H0000 PR Acct Assign: 01 Funded: \$28,092.00				





**MARION COUNTY ADDITIONAL SIGNATURE PAGE FOR:**

**INTERGOVERNMENTAL AGREEMENT #140L5018P0053 \_ P00002**

**By and Between**

**BUREAU OF LAND MANAGEMENT**

**And**

**MARION COUNTY, by and through its Sheriff's Office**

**CONTRACTS & PROCUREMENT:**

Authorized Signature: \_\_\_\_\_

Chief Administrative Officer

Date

Reviewed by Signature: \_\_\_\_\_

Marion County Legal Counsel


Date

Reviewed by Signature: \_\_\_\_\_

Marion County Contracts & Procurement

Date



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0040385509		PAGE OF 1 45	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 140L5018P0053		5. SOLICITATION NUMBER	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Allan Gray		b. TELEPHONE NUMBER (No collect calls) (503) 5896831		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY  BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <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 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SMAI RIISINFRS PROGRAM NAICS: 922120 <input type="checkbox"/> 8(A) SIZE 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 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  BLM-OR SALEM DISTRICT OFFICE* 1717 FABRY RD SE SALEM OR 97306		CODE 0004276580		16. ADMINISTERED BY  BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204		CODE LHA	
17a. CONTRACTOR/OFFEROR  MARION, COUNTY OF Attn: ATTN GOVERNMENT POC 100 HIGH ST NE SALEM OR 97301-3640		CODE 0070188666 FACILITY CODE		18a. PAYMENT WILL BE MADE BY  Invoice Processing Platform System US Department of Treasury http://www.ipp.gov			
TELEPHONE NO. (503) 588-5094		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BLM COR: Robert Mitsuyasu (503) 375-5624, rmitsuya@blm.gov;  BLM Purchasing Agent: Allan Gray (503) 589-6831, awgray@blm.gov;  BLM CO: Susanne Clark (541) 751-4331, s2clark@blm.gov;  Contractor POC: Sargent Shane Burnham (503) 932-3330, sburnham@co.marion.or.us; (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$28,092.00	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: 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)			
* 				NATHAN STAMPKE Digitally signed by NATHAN STAMPKE Date: 2018.09.25 15:01:36 -07'00'			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
* TR Clark		* 10.18.18		Susanne Clark			

**MARION COUNTY ADDITIONAL SIGNATURE PAGE FOR:**

**INTERGOVERNMENTAL AGREEMENT #140L5018P0053**

**By and Between**

**OREGON BUREAU OF LAND MANAGEMENT**

**And**

**MARION COUNTY, by and through its Sheriff's Office**

**CONTRACTS & PROCUREMENT:**

Authorized Signature: \_\_\_\_\_

Chief Administrative Officer

Date

Reviewed by Signature: \_\_\_\_\_

Marion County Legal Counsel

Date

Reviewed by Signature: \_\_\_\_\_

Marion County Contracts & Procurement

Date

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	<p>This is a Firm Fixed Price Contract Legacy Doc #: BLM CO Invoice Review Required: Y Delivery: 09/30/2019 Period of Performance: 10/01/2018 to 09/30/2023</p> <p>LAW-Contract-Marion-FY19</p> <p>Base Year October 1, 2018 through September 30, 2019</p> <p>Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58820000.NU0000 Fund: 14XL5485AF Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$16,471.00 Period of Performance: 10/01/2018 to 09/30/2019</p>				16,471.00
00020	<p>LAW-Contract-Marion-FY19</p> <p>Base Year October 1, 2018 through September 30, 2019</p> <p>Continued ...</p>				1,166.00

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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 15XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$1,166.00 Period of Performance: 10/01/2018 to 09/30/2019				
00030	LAW-Contract-Marion-FY19  Base Year October 1, 2018 through September 30, 2019  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 16XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.NB040000 PR Acct Assign: 01 Funded: \$10,455.00 Period of Performance: 10/01/2018 to 09/30/2019				10,455.00
00040	LAW-Contract-Marion-FY19  Option Year 1 October 1, 2019 through September 30, 2020 Amount: \$16,471.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58820000.NU0000 Fund: 14XL5485AF Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019  Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053PAGE OF  
4 45

NAME OF OFFEROR OR CONTRACTOR

MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00050	LAW-Contract-Marion-FY19  Option Year 1 October 1, 2019 through September 30, 2020 Amount: \$1,166.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 15XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				0.00
00060	LAW-Contract-Marion-FY19  Option Year 1 October 1, 2019 through September 30, 2020 Amount: \$10,455.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 16XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.NB040000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				0.00
00070	LAW-Contract-Marion-FY19  Option Year 2 October 1, 2020 through September 30, 2021 Amount: \$16,471.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58820000.NU0000 Fund: 14XL5485AF Fund Center: Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053PAGE OF  
5 45NAME OF OFFEROR OR CONTRACTOR  
MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00080	LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019  LAW-Contract-Marion-FY19  Option Year 2 October 1, 2020 through September 30, 2021 Amount: \$1,166.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 15XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				0.00
00090	LAW-Contract-Marion-FY19  Option Year 2 October 1, 2020 through September 30, 2021 Amount: \$10,455.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 16XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.NB040000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				0.00
00100	LAW-Contract-Marion-FY19  Option Year 3 October 1, 2021 through September 30, 2022 Continued ...				0.00



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053PAGE OF  
6 45

NAME OF OFFEROR OR CONTRACTOR

MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$16,471.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58820000.NU0000 Fund: 14XL5485AF Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				
00110	LAW-Contract-Marion-FY19  Option Year 3 October 1, 2021 through September 30, 2022 Amount: \$1,166.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 15XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				0.00
00120	LAW-Contract-Marion-FY19  Option Year 3 October 1, 2021 through September 30, 2022 Amount: \$10,455.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 16XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.NB040000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019 Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L5018P0053PAGE OF  
7 45NAME OF OFFEROR OR CONTRACTOR  
MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00130	LAW-Contract-Marion-FY19  Option Year 4 October 1, 2022 through September 30, 2023 Amount: \$16,471.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58820000.NU0000 Fund: 14XL5485AF Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				0.00
00140	LAW-Contract-Marion-FY19  Option Year 4 October 1, 2022 through September 30, 2023 Amount: \$1,166.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 15XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.SM060000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019				0.00
00150	LAW-Contract-Marion-FY19  Option Year 4 October 1, 2022 through September 30, 2023 Amount: \$10,455.00 (Option Line Item)  Accounting Info: 01 Account Assignm: K G/L Account: 6100.252R0 Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR  
MARION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Business Area: L000 Commitment Item: 252R00 Cost Center: LLORN00100 Functional Area: L58840000.NU0000 Fund: 16XL5485AR Fund Center: LLORN00100 Project/WBS: LX.RS.NB040000 PR Acct Assign: 01 Funded: \$0.00 Period of Performance: 10/01/2018 to 09/30/2019  The total amount of award: \$140,460.00. The obligation for this award is shown in box 26.				

## **SECTION C – STATEMENT OF WORK**

### **C.1.0 OBJECTIVE**

- C.1.1 The Bureau of Land Management (BLM) is responsible for managing the public lands under its administration. Providing law enforcement and protective services in a consistent, efficient, and effective manner is a critical component to preserve public order and safety and to protect national interests in natural resources and infrastructure.
- C.1.2 The purpose of this contract is to obtain law enforcement services to assist the BLM in the administration and regulation of the use and occupancy of the public lands. The Contractor shall enforce the civil and criminal laws of the State and/or County on the public lands, waters, roads, and trails administered by the BLM. The BLM will pay for the actual costs associated with conducting law enforcement patrols including wages of law enforcement personnel, mileage, and other vehicle costs associated with typical law enforcement vehicle patrols. Contractor shall furnish all necessary management, supervision, labor, transportation, equipment, materials, and any other incidental services to perform this work.
- C.1.3 The project location are BLM administered public lands within Marion County, Oregon.
- C.1.4 The performance period for the base contract shall be from October 1, 2018 to September 30, 2019, to include four (4) additional one-year option periods that may extend the contract up to September 20, 2023.

### **C.2.0 LAW ENFORCEMENT OPERATIONS**

- C.2.1 The Contractor shall provide law enforcement services, as specified, 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 Contractor to respond to any situation in a fashion seen fit under State or local law.
- C.2.2 The sworn officers of the Marion County Sheriff's Office performing services under this agreement in enforcing state and local laws will remain under the supervision, authority and responsibility of the Sheriff of Marion County. The Contractor agrees to conduct patrols with specific attention paid to high use areas. Patrols will be made during hours to be determined by the Contractor who will seek insight from the BLM. The number of patrols during any given week will be dependent upon the judgment of the Contractor.

### **C.3.0 DESCRIPTION OF SERVICES**

- C.3.1 The Contractor agrees to conduct patrols by motorized vehicle, foot, and all-terrain vehicle (ATV) for the BLM lands within the contract area.
- C.3.2 The Contractor shall furnish Deputy Sheriff to serve as sworn officers of the County to routinely patrol the public lands, waters, roads, and trails administered by the BLM within the confines of the county. The patrol shall include scheduled tours on BLM lands, waters, roads, and trails with special attention given to all areas and incidents assigned by the Northwest Oregon District Ranger and Management Officers. Patrols will focus on preventing violations of laws and regulations, safety of visitors and Government employees and the investigation of crimes.
- C.3.3 The Contractor shall provide coverage on national holidays and weekends, particularly during the summer months (May through September), to assure that adequate patrols in BLM administered campgrounds, recreation areas, and other administrative areas will be made within workforce capabilities. The Contractor shall coordinate with the BLM Rangers to schedule the patrols. The Contractor shall provide radio dispatch services to BLM Rangers and authorize the Government to use the Contractor's radio frequencies when working within the county.

- C.3.4 When requested by the BLM, the Contractor shall assist in special operations (i.e., marijuana eradication, special events, execution of warrants) or for other unforeseen or emergency situations by means as determined to be appropriate for the incidence and within workforce capabilities. Additional services utilized in emergency situations are covered under this contract.
- C.3.5 The Contractor shall 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. The Contractor shall also ensure that upon discovery of skeletal remains that are indicative of an archaeological site, Contractor shall notify the appropriate BLM Ranger and/or the BLM District Manager or Field Manager prior to disturbing the site, to the maximum extent practicable.
- C.3.6 Contractor personnel shall comply with the minimum standards as required by the Oregon Department of Public Safety Standards and Training; and shall not be in violation of the provisions of 18 U.S.C. 922, which prohibits persons convicted of a misdemeanor domestic violence crime from possessing firearms or ammunition.
- C.4.0 CONTRACTOR-FURNISHED MATERIALS
- C.4.1 The Contractor shall furnish and maintain in an acceptable condition all equipment, materials, and supplies necessary for the performance of the contract including, but not necessarily limited to, the following:
- C.4.1.1 Uniforms and badges to clearly distinguish the wearer/officer of the Marion County Sheriff's Office.
- C.4.1.2 Motor vehicles to perform services of law enforcement.
- C.5.0 REPORTING REQUIREMENTS
- C.5.1 The Contractor shall furnish the designated BLM Rangers monthly reports of all noted law enforcement activities related to: (1) Dates the patrols are made, number of patrols and miles traveled; (2) hours worked and any hours flown for a BLM-directed drug reconnaissance on public lands; (3) arrests made on public lands, misdemeanors and felonies, with case numbers; (4) incidents reported, investigated or responded to, with case numbers; and (5) assistance given to BLM personnel.
- C.6.0 PAYMENT
- C.6.1 The Contractor shall bill the BLM via the ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (see Section G – Contract Administration Data).
- C.6.2 The Contractor shall send a copy of the invoice and itemized documentation in support of all invoiced expenses, to include the monthly report (see C.5.1), to the BLM Ranger for review prior to submission of the invoice through the IPP system.

(End of Section C)

**INSPECTION AND ACCEPTANCE**

The following clause is incorporated by reference:

Clause	Title	Date
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984

(End of Inspection and Acceptance)

## **DELIVERIES OR PERFORMANCE**

### **F.1.0 PERIOD OF PERFORMANCE**

The contract shall commence from date of award for a period up to 5 years if options are exercised.

### **F.2.0 PROGRESS PLAN**

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details its proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule must reflect a work progress rate equal to the available amount of contract performance time.

The following clause is incorporated by reference:

Clause	Title	Date
52.242-15	STOP WORK ORDER	AUG 1989

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP)  
(APR 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 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:

1. Invoice billed according to contract line items and rates.
2. If partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.
3. If final payment is billed, the last invoice shall state "FINAL".

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contract (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 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](mailto: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)

(End of Contract Administration Data)



## **SPECIAL CONTRACT REQUIREMENTS**

### **1.0 WORK HOURS**

Unless otherwise specified in Section C, Specifications, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Saturday, Sunday, or Federal holidays unless authorized by the COR.

### **2.0 ENVIRONMENTAL INTERRUPTION OF WORK**

2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for all environmental delays. The count of contract time will therefore continue during all periods of suspension due to normal weather conditions, including fire danger. The Contractor will not be entitled to additional contract time for any suspensions except to the extent that they are due to unusually severe weather conditions. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

2.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area.

### **3.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA**

3.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

3.2 The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

3.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract.

3.4 The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

### **4.0 ENVIRONMENTAL IMPACT**

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any

subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

## 5.0 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating.

Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

## 6.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm).
- USDA Biobased product listings published at [www.biopreferred.gov](http://www.biopreferred.gov).
- Energy Star® product listings published at [www.energystar.gov/products](http://www.energystar.gov/products).
- FEMP Low Standby Power product listings published at <http://energy.gov/eere/femp/covered-product-categories>

Contractor shall comply with all reporting requirements stated in the applicable clause(s):

- 52.223-1 Biobased Product Certification
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items
- 52.223-15 Energy Efficiency in Energy Consuming Products
- 52.223-17 Affirmative Procurement of EPA Designated Items in Service and Construction Contracts

## 7.0 RESTORATION OF RESOURCES

- 7.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment or other alternative deemed feasible may be withheld until the Contractor has complied with this requirement.
- 7.2 Site and Access Roads – Site and public or private access roads damaged by the Contractor shall be restored to the same condition they were in at the commencement of work, at the expense of the Contractor.

## 8.0 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to restricted areas outside of the immediate work area; excluding

direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

#### 9.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries  
Wage and Hour Division  
3865 Wolverine St. NE; E-1  
Salem, OR 97305-1268

Contact: Licensing Unit  
Telephone: (503) 373-1463  
Fax: (503) 373-7636

#### 10.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR and outlined in the attachment at the end of this section.

### **FIRE REQUIREMENTS PROCEDURES OUTLINE**

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

#### **1. CLOSED FIRE SEASON**

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- Fire tools must be on site;
- Fire extinguisher must be in all vehicles;
- Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- Only unmodified saws are to be used in the forest;
- Approved spark arresters must be on all internal combustion engines;
- Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- No smoking is permitted while working or traveling through any operations area in the forest;
- No use of explosives is permitted unless approved by the State Forester's representative;
- Permits to burn are required unless waived by a representative of the State Forester.
- Permits to operate power-driven machinery shall be obtained by the Contractor prior to commencing operations unless waived by a representative of the State Forester (ORS 47.625).

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

## 2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

**Level 2** is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

**Level 3** is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

**Level 4** is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

**ORS. 477.066** requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

**OAR. 629-43-030** requires watchmen to be:

- Physically capable and experienced in operating any firefighting equipment on site.
- On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- Patrolling and visually inspecting all sites where work was done during the day.

## 3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

	NUMBER OF PERSONNEL										
	1-4	5	6	7	8	9	10	11	12	13	14
KIND OF TOOLS	NUMBER OF TOOLS REQUIRED										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

For chainsaws - 8 oz. capacity by weight.

For vehicles - UL rating of at least 4 BC.

#### **4. ADDITIONAL WATER SUPPLY**

Contractor shall comply with ORS 477.615 during fire season when inside or within one-eighth of one mile of a state forest protection district and furnish additional water supply and equipment for use in fire suppression in conformity with the rules promulgated by the Oregon State Forester, when directed by the Oregon State Forester in writing. When required, all water supply and equipment components shall be maintained and ready for immediate use.

During fire season when operating a stationary internal combustion engine inside or within one eighth of one mile of a state forest protection district, Contractor shall comply with ORS 477.650 and provide a water supply, with equipment for its use in fire suppression for each engine, in conformity with the rules promulgated by the Oregon State Forester. All water supply and equipment components shall be maintained and ready for immediate use.

(End of Special Contract Requirements)

## CONTRACT CLAUSES

The following provision is incorporated by reference:

Clause	Title	Date
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017

The following clauses are incorporated by reference:

Clause	Title	Date
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015
52.232-11	EXTRAS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

The following clauses are provided in full text:

52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02) (FEB 2015)

(a) The contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibition and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

## 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 post-acceptance 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.

(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.

(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

(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 at 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.

(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. 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.
- (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 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 of the FAR;

(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 FAR 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 Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any 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:

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

\_\_\_ (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (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).

\_X\_ (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 (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](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (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—Subcon-tracting 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. 657 f](#)).
- ☒ (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 (June 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 (Sept 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).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (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](#).)
- \_\_\_ (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](#).

X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (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](#).

\_\_\_ (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 (June 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](#)).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (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\(f\)](#)).

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

\_\_\_ (59) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)([15 U.S.C. 637\(d\)\(12\)](#)).

\_\_\_ (60)(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:

\_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

X (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](#)).

\_\_\_ (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](#)).

X (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 (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 (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 (Sept 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) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). 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).
- (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)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 3 years.

(End of Clause)

#### 52.222-42 – STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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
Field Staff Law Enforcement Ranger	GS-9/10= \$50,598/\$55,720  Life and health insurance partly paid by the Government to include retirement and annual/sick leave.

(End of Clause)

52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation: <https://www.acquisition.gov/far/>  
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): [http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5\\_02.tpl#1400](http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400)

(End of clause)

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 Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011) (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

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

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

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

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

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

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

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

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the

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

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

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

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

(End of clause)

#### 1452.203-70 RESTRICTIONS ON ENDORSEMENTS—DEPARTMENT OF THE INTERIOR (JUL 1996)

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

(End of clause)

#### 1452.228-70 – LIABILITY INSURANCE -- DEPARTMENT OF INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$ 500,000 each person  
\$ 500,000 each occurrence  
\$ 500,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

#### 1510-52.211-70 BLM - VARIATION IN ESTIMATED QUANTITY (MAY 1987), 52.211-70 (DEVIATION)

If the quantity of the unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 20 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the estimated quantity. If

the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(End of clause)

(End of Contract Clauses)

**CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

Attachment No.	Title	Pages
1	Service Contract Act Wage Determination	10

(End of Contract Documents, Exhibits or Attachments)

WD 15-5573 (Rev.-6) was first posted on [www.wdol.gov](http://www.wdol.gov) on 08/14/2018

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

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5573 Revision No.: 6 Date Of Revision: 08/03/2018
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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](http://www.dol.gov/whd/govcontracts)

State: Oregon

Area: Oregon Counties of Marion, Polk

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.20
01012 - Accounting Clerk II		17.07
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.54
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.16
01042 - Customer Service Representative II		14.79
01043 - Customer Service Representative III		16.14
01051 - Data Entry Operator I		13.11
01052 - Data Entry Operator II		14.30
01060 - Dispatcher, Motor Vehicle		20.74
01070 - Document Preparation Clerk		15.13
01090 - Duplicating Machine Operator		15.13
01111 - General Clerk I		13.41
01112 - General Clerk II		14.63
01113 - General Clerk III		17.33
01120 - Housing Referral Assistant		20.76
01141 - Messenger Courier		15.72
01191 - Order Clerk I		15.53
01192 - Order Clerk II		16.95
01261 - Personnel Assistant (Employment) I		15.71
01262 - Personnel Assistant (Employment) II		19.59
01263 - Personnel Assistant (Employment) III		20.55
01270 - Production Control Clerk		20.55
01290 - Rental Clerk		15.98
01300 - Scheduler, Maintenance		16.65
01311 - Secretary I		16.65
01312 - Secretary II		18.62
01313 - Secretary III		20.76
01320 - Service Order Dispatcher		18.54
01410 - Supply Technician		23.54
01420 - Survey Worker		19.88
01460 - Switchboard Operator/Receptionist		14.60

01531 - Travel Clerk I	13.60
01532 - Travel Clerk II	14.80
01533 - Travel Clerk III	15.93
01611 - Word Processor I	14.83
01612 - Word Processor II	16.65
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.86
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.17
07041 - Cook I	14.15
07042 - Cook II	15.74
07070 - Dishwasher	10.70
07130 - Food Service Worker	10.86
07210 - Meat Cutter	17.20
07260 - Waiter/Waitress	11.38
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.62
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	17.34
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.36
09130 - Upholsterer	18.24
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.44
11060 - Elevator Operator	13.38
11090 - Gardener	15.89
11122 - Housekeeping Aide	13.38
11150 - Janitor	13.38
11210 - Laborer, Grounds Maintenance	12.58
11240 - Maid or Houseman	11.67
11260 - Pruner	11.49
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.58
11360 - Window Cleaner	14.65
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	22.12
12012 - Certified Occupational Therapist Assistant	27.94
12015 - Certified Physical Therapist Assistant	28.75
12020 - Dental Assistant	19.35
12025 - Dental Hygienist	37.09
12030 - EKG Technician	34.93
12035 - Electroneurodiagnostic Technologist	34.93
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	19.78
12072 - Licensed Practical Nurse II	22.12
12073 - Licensed Practical Nurse III	24.66
12100 - Medical Assistant	17.40
12130 - Medical Laboratory Technician	23.74
12160 - Medical Record Clerk	17.33



12190 - Medical Record Technician	19.38
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	48.62
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.20
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.17
12235 - Optical Dispenser	17.85
12236 - Optical Technician	19.78
12250 - Pharmacy Technician	19.58
12280 - Phlebotomist	17.25
12305 - Radiologic Technologist	31.44
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	27.41
12320 - Substance Abuse Treatment Counselor	22.29
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.13
13012 - Exhibits Specialist II	29.90
13013 - Exhibits Specialist III	36.58
13041 - Illustrator I	24.13
13042 - Illustrator II	29.90
13043 - Illustrator III	36.58
13047 - Librarian	33.11
13050 - Library Aide/Clerk	13.62
13054 - Library Information Technology Systems Administrator	29.90
13058 - Library Technician	18.02
13061 - Media Specialist I	21.58
13062 - Media Specialist II	24.13
13063 - Media Specialist III	26.90
13071 - Photographer I	16.64
13072 - Photographer II	18.61
13073 - Photographer III	23.06
13074 - Photographer IV	28.20
13075 - Photographer V	34.12
13090 - Technical Order Library Clerk	17.10
13110 - Video Teleconference Technician	21.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 22.44
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	16.61
14160 - Personal Computer Support Technician	23.01
14170 - System Support Specialist	29.68
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.55
15020 - Aircrew Training Devices Instructor (Rated)	34.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.12
15050 - Computer Based Training Specialist / Instructor	28.55
15060 - Educational Technologist	40.96
15070 - Flight Instructor (Pilot)	41.12

15080 - Graphic Artist	21.45
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	40.58
15086 - Maintenance Test Pilot, Rotary Wing	40.58
15088 - Non-Maintenance Test/Co-Pilot	40.58
15090 - Technical Instructor	21.90
15095 - Technical Instructor/Course Developer	26.79
15110 - Test Proctor	17.79
15120 - Tutor	17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.13
16030 - Counter Attendant	13.13
16040 - Dry Cleaner	15.02
16070 - Finisher, Flatwork, Machine	13.13
16090 - Presser, Hand	13.13
16110 - Presser, Machine, Drycleaning	13.13
16130 - Presser, Machine, Shirts	13.13
16160 - Presser, Machine, Wearing Apparel, Laundry	13.13
16190 - Sewing Machine Operator	15.65
16220 - Tailor	16.28
16250 - Washer, Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.36
19040 - Tool And Die Maker	30.85
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.89
21030 - Material Coordinator	20.45
21040 - Material Expediter	20.45
21050 - Material Handling Laborer	14.05
21071 - Order Filler	13.60
21080 - Production Line Worker (Food Processing)	14.89
21110 - Shipping Packer	14.79
21130 - Shipping/Receiving Clerk	14.79
21140 - Store Worker I	13.98
21150 - Stock Clerk	18.39
21210 - Tools And Parts Attendant	14.89
21410 - Warehouse Specialist	14.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.39
23019 - Aircraft Logs and Records Technician	24.27
23021 - Aircraft Mechanic I	26.93
23022 - Aircraft Mechanic II	28.39
23023 - Aircraft Mechanic III	29.84
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	25.36
23060 - Aircraft Servicer	24.27
23070 - Aircraft Survival Flight Equipment Technician	25.36
23080 - Aircraft Worker	25.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.60
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	23.27
23120 - Bicycle Repairer	18.32
23125 - Cable Splicer	42.03
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	23.87
23160 - Electrician, Maintenance	30.83
23181 - Electronics Technician Maintenance I	28.59
23182 - Electronics Technician Maintenance II	31.20
23183 - Electronics Technician Maintenance III	32.97
23260 - Fabric Worker	22.46
23290 - Fire Alarm System Mechanic	27.66
23310 - Fire Extinguisher Repairer	21.00
23311 - Fuel Distribution System Mechanic	26.80
23312 - Fuel Distribution System Operator	21.00

23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.60
23391 - Gunsmith I	21.00
23392 - Gunsmith II	23.87
23393 - Gunsmith III	26.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.86
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.09
23430 - Heavy Equipment Mechanic	27.19
23440 - Heavy Equipment Operator	24.91
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	25.36
23470 - Laborer	14.05
23510 - Locksmith	24.28
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	28.98
23820 - Pneudraulic Systems Mechanic	26.80
23850 - Rigger	26.80
23870 - Scale Mechanic	23.87
23890 - Sheet-Metal Worker, Maintenance	24.87
23910 - Small Engine Mechanic	20.60
23931 - Telecommunications Mechanic I	29.12
23932 - Telecommunications Mechanic II	30.69
23950 - Telephone Lineman	28.40
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	25.76
23970 - Woodcraft Worker	26.80
23980 - Woodworker	19.44
24000 - Personal Needs Occupations	
24550 - Case Manager	18.65
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	11.83
24620 - Family Readiness And Support Services Coordinator	18.65
24630 - Homemaker	18.65
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.80
25040 - Sewage Plant Operator	26.41
25070 - Stationary Engineer	26.80
25190 - Ventilation Equipment Tender	19.55
25210 - Water Treatment Plant Operator	26.41
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.05
27007 - Baggage Inspector	13.41
27008 - Corrections Officer	28.21
27010 - Court Security Officer	30.34
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	28.21
27070 - Firefighter	31.81
27101 - Guard I	13.41
27102 - Guard II	16.79
27131 - Police Officer I	32.00

27132 - Police Officer II	35.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.55
28042 - Carnival Equipment Repairer	14.55
28043 - Carnival Worker	10.50
28210 - Gate Attendant/Gate Tender	16.75
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.73
28510 - Recreation Aide/Health Facility Attendant	13.67
28515 - Recreation Specialist	23.21
28630 - Sports Official	14.92
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.60
29020 - Hatch Tender	24.60
29030 - Line Handler	24.60
29041 - Stevedore I	23.15
29042 - Stevedore II	26.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.77
30021 - Archeological Technician I	17.22
30022 - Archeological Technician II	19.26
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	23.87
30040 - Civil Engineering Technician	31.38
30051 - Cryogenic Technician I	26.43
30052 - Cryogenic Technician II	29.20
30061 - Drafter/CAD Operator I	17.22
30062 - Drafter/CAD Operator II	19.26
30063 - Drafter/CAD Operator III	21.48
30064 - Drafter/CAD Operator IV	26.43
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	23.87
30095 - Evidence Control Specialist	23.87
30210 - Laboratory Technician	21.48
30221 - Latent Fingerprint Technician I	26.43
30222 - Latent Fingerprint Technician II	29.20
30240 - Mathematical Technician	23.87
30361 - Paralegal/Legal Assistant I	21.04
30362 - Paralegal/Legal Assistant II	26.07
30363 - Paralegal/Legal Assistant III	31.89
30364 - Paralegal/Legal Assistant IV	38.58
30375 - Petroleum Supply Specialist	29.20
30390 - Photo-Optics Technician	23.87
30395 - Radiation Control Technician	29.20
30461 - Technical Writer I	23.87
30462 - Technical Writer II	29.20
30463 - Technical Writer III	35.32
30491 - Unexploded Ordnance (UXO) Technician I	25.75
30492 - Unexploded Ordnance (UXO) Technician II	31.15
30493 - Unexploded Ordnance (UXO) Technician III	37.34
30494 - Unexploded (UXO) Safety Escort	25.75
30495 - Unexploded (UXO) Sweep Personnel	25.75
30501 - Weather Forecaster I	26.43
30502 - Weather Forecaster II	32.16
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.48
30621 - Weather Observer, Senior	(see 2) 23.87

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.15
31020 - Bus Aide	14.40
31030 - Bus Driver	19.49
31043 - Driver Courier	15.72
31260 - Parking and Lot Attendant	11.89
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	11.85
31361 - Truckdriver, Light	16.82
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.19
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99130 - Flight Follower	25.75
99251 - Laboratory Animal Caretaker I	13.54
99252 - Laboratory Animal Caretaker II	14.53
99260 - Marketing Analyst	30.16
99310 - Mortician	27.05
99410 - Pest Controller	20.89
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	25.81
99711 - Recycling Specialist	30.25
99730 - Refuse Collector	23.51
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	14.42
99830 - Survey Party Chief	31.98
99831 - Surveying Aide	18.86
99832 - Surveying Technician	25.82
99840 - Vending Machine Attendant	19.92
99841 - Vending Machine Repairer	24.32
99842 - Vending Machine Repairer Helper	19.92

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

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

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

HOLIDAYS: A minimum of 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)).