

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 04/03/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DOI, BIA SWRO Contracting Office 1001 INDIAN SCHOOL RD NW BIA BUILDING 1 Albuquerque NM 87104	CODE A07	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SANTA FE COUNTY YOUTH DEVELOPMENT PROGRAM Attn: ATTN Government POC 4250 AIRPORT RD SANTA FE		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0071317389	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00172	10B. DATED (SEE ITEM 13) 10/01/2012

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)  
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 X	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. FAR 52.217-09
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)

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.)  
Modification No. 6 hereby amends this Contract by the following:

A. Exercise the Option Period Three, which has a period of performance from October 1, 2013 through September 30, 2014. All payable services remain the same. In accordance with FAR 52.232-19 Availability of Funds for the Next Fiscal Year, funds will be added by modification when available.

Upon consideration, the Bureau of Indian Affairs, Office of Justice Services, continues to need and pay for detention services and the Santa Fe County Youth Development Center agrees to provide detention services, this herein constitutes adequate justification to support the contract extension of the third option period.

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) <i>Kathleen Miller, Co Manager</i>	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRYAN OURAY
15B. CONTRACTOR/OFFEROR <i>Kathleen Miller</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2.6.15
	16B. UNITED STATES OF AMERICA <i>Bryan Ouray</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 4/3/14

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Approved as to form  
Santa Fe County Attorney  
By: *[Signature]*  
Date: 1-12-15  
*[Signature]*



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
A11PC00172/0007

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
SANTA FE COUNTY YOUTH DEVELOPMENT PROGRAM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. FAR 52.223-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Year Contracts), applies to this contract and as required by FAR 52.223-43, the Department of Labor wage rates are included with this modification. (Wage Determination No. 2005-2362, Revision No. 14, Date 06/19/2013), and were obtained at <a href="http://www.wdol.gov/sca">http://www.wdol.gov/sca</a> for the State of New Mexico, County of Santa Fe.</p> <p>Legacy Doc #: A11PC00172 LIST OF CHANGES: Reason for Modification : Other Administrative Action New Invoice Address:     Invoice Processing Platform System US Department of Treasury <a href="http://www.ipp.gov">http://www.ipp.gov</a></p> <p>Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$0.00 New Total Amount for this Award: \$100,000.00 Contracting Officer changed     from Yvette Washington      to BRYAN OURAY</p> <p>Payment Terms: PP30 Period of Performance: 10/01/2012 to 09/30/2015</p> <p>DUNS: 144731986 NAICS: 922140</p> <p>BIA Contracting Officer's Representative: James Begay, Supervisory Correctional Specialist, Office 505-563-3005, Cellular 505-228-2792, Email <a href="mailto:James.Begay@bia.gov">James.Begay@bia.gov</a></p> <p>The designated FBMS Receiving Official (ACQ_COR) is Bernadette Sanchez.</p> <p>BIA Contract Administration POC: Yvette Washington, Contract Specialist Phone: 505-563-3663 Fax: 505-563-3030 Email: <a href="mailto:Yvette.Washington@bia.gov">Yvette.Washington@bia.gov</a></p>				

2. CONTRACT NUMBER <b>A11PC00172 YDP</b>	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER <b>See Lines</b>
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7. ISSUED BY BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104-2303  TEL: (505) 563-3007 ext.      FAX: (505) 563-3019 ext.	CODE <b>00007</b>	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE    NUMBER    EXT.	C. E-MAIL ADDRESS
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )
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14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE * SANTA FE COUNTY YOUTH DEVELOPM 4250 Airport Rd Santa Fe, NM 87507-2844	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT. 505            438-6770	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$40,000.00	21. ACCOUNTING AND APPROPRIATION 2011 - 2012 - - KOL400 - - 258A - - J3130 - - - - -
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) ( 1 ) <input type="checkbox"/> 41. U.S.C. 253(c) (   )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 25
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24. ADMINISTERED BY (If other than Item 7) BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104-2303	CODE <b>00007</b>	25. PAYMENT WILL BE MADE BY BIA-Albuquerque Accounting Operations 1001 Indian School Road NW, Suite 352 Albuquerque, NM 87104
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26. NAME OF CONTRACTING OFFICER (Type or print) Stella Bellanger 1420-0776-0313	27. UNITED STATES OF AMERICA <i>Stella Bellanger</i> (Signature of Contracting Officer)	28. AWARD DATE 07/01/2011
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**Line Item  
Summary**

Document Number

A11PC00172

Title

SANTA FE COUNTY YOUTH DEV

Page

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Total Funding: \$40,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2011 2012		K0L400		258A		J3130					
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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DUNS #144731986

0001	DETENTION SERVICES for Santa Fe County Youth Development Program - Base period	09/30/2011 (07/01/2011 to 09/30/2011)	1.00	YR	\$40,000.000	\$ 40,000.00
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Daily bed rate detention services at \$170.00 per day.

Period of Performance:  
Base Period: July 1, 2011 through September 30, 2011.

Payable services include:

- A. Daily bed rate service
- B. Some emergencies: medical, psychological treatment
- C. Some prescriptions
- D. Other emergencies on a case by case basis

Ref Req No: M0L40011057

0002	DETENTION SERVICES for Santa Fe County Youth Development Program - Option period one		0.00		\$ .000	\$ 0.00 OPTION PERIOD
------	--	--	------	--	---------	--------------------------

Daily bed rate detention services at \$---.--- per day.

Period of Performance:  
Option period one: October 1, 2011 through September 30, 2012.

Payable services include:

- A. Daily bed rate service
- B. Some emergencies: medical, psychological treatment
- C. Some prescriptions
- D. Other emergencies on a case by case basis

0003	DETENTION SERVICES for Santa Fe County Youth Development Program - Option period two		0.00		\$ .000	\$ 0.00 OPTION PERIOD
------	--	--	------	--	---------	--------------------------

Daily bed rate detention services at \$---.--- per day.

Period of Performance:  
Option period two: October 1, 2012 through September 30, 2013.

Payable services include:

- A. Daily bed rate service
- B. Some emergencies: medical, psychological treatment
- C. Some prescriptions
- D. Other emergencies on a case by case basis

Line Item Summary		Document Number	Title							Page	
		A11PC00172	SANTA FE COUNTY YOUTH DEV							3 of 50	
Total Funding:		\$40,000.00									
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2011 2012		KOL400		258A		J3130					
Division		Closed FYs		Cancelled Fund							
Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)					
0004	DETENTION SERVICES for Santa Fe County Youth Development Program - Option period three		0.00		\$ .000	\$ 0.00	OPTION PERIOD				
<p>Daily bed rate detention services at \$---.-- per day.</p> <p>Period of Performance: Option period three: October 1, 2013 through September 30, 2014.</p> <p>Payable services include:</p> <ul style="list-style-type: none"> <li>A. Daily bed rate service</li> <li>B. Some emergencies: medical, psychological treatment</li> <li>C. Some prescriptions</li> <li>D. Other emergencies on a case by case basis</li> </ul>											
0005	DETENTION SERVICES for Santa Fe County Youth Development Program - Option period four		0.00		\$ .000	\$ 0.00	OPTION PERIOD				
<p>Daily bed rate detention services at \$---.-- per day.</p> <p>Period of Performance: Option period four: October 1, 2014 through September 30, 2015.</p> <p>Payable services include:</p> <ul style="list-style-type: none"> <li>A. Daily bed rate service</li> <li>B. Some emergencies: medical, psychological treatment</li> <li>C. Some prescriptions</li> <li>D. Other emergencies on a case by case basis</li> </ul>											

**Line Item  
Summary**

Document Number

A11PC00172

Title

SANTA FE COUNTY YOUTH DEV

Page

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Total Funding: \$40,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
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Division	Closed FYs	Cancelled Fund
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Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Total Cost: \$40,000.00

Contract Administration POC:  
 Yvette Washington, Contract Specialist  
 Phone: 505-563-3663  
 Fax: 505-563-3030  
 Email: Yvette.Washington@bia.gov

<b>Contract Level Funding Summary</b>	Document Number A11PC00172	Title SANTA FE COUNTY YOUTH DEV	Page 5 of 50
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2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - -

\$40,000.00

Reference Requisition: M0L40011057

Total Funding: \$40,000.00

**Address Detail**

Title  
SANTA FE COUNTY YOUTH DEV

Document Number  
A11PC00172

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**Shipping Addresses**

Code	Detail
0001	<p><b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> 1001 Indian School Road, NW Suite 251</p> <p>Albuquerque NM 87104 <b>Attn:</b> Bernadette Gachupin, Law Enforcement Assistant <b>Phone:</b> (505) 563-3880 ext. <b>Fax:</b> (505) 563-3094 ext.</p>

**Invoice Addresses**

Code	Detail
0001	<p><b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352</p> <p>Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.</p>

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## COMMERCIAL CLAUSES

### 1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<https://www.acquisition.gov/far>

<http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
1450-0016-001	Homeland Security Presidential Directive -12 (HSPD-12)	August 2004
1452.204-70	Release of Claims--Department of the Interior	July 1996
1452.226-70	Indian Preference	April 1984
1452.226-71	Indian Preference Program	April 1984
52.212-04	Contract Terms and Conditions--Commercial Items	June 2010
52.222-54	Employment Eligibility Verification	January 2009

### 2 52.213-02 INVOICES

APRIL 1984

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state

(a) the starting and ending dates of the subscription delivery, include Contract number and additional minimum information included on the performance work statement.

(b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

### 3 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

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

(End of clause)

## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 PERFORMANCE WORK STATEMENT

#### C.1 OVERVIEW AND BACKGROUND

By the authority of statute, 25 U.S.C Section 2802(b) and 25, U.S.C Section 2802(c)(1) the Bureau of Indian Affairs, Office of Justice Services intends to obtain juvenile detention/correctional services, which includes the provision of housing and services associated with the detention of offenders from the Santa Fe County Youth Development Program, 4250 Airport Road, Santa Fe, NM 87507-2844. Services provided by this contract will be at a firm fixed price, based on the daily bed-rate.

C.1.1 Scope of Work - The Contractor shall provide safe and secure detention/correctional services at the facility operated by the Santa Fe County Youth Development Program in accordance with the specific tasks as outlined in section C.8.

C.1.2 Basic Service - The Contractor shall provide housing and associated services within its detention facility, for juvenile arrestee(s)/inmates(s) who have been arrested, awaiting transport, awaiting adjudication, serving sentences after conviction, awaiting release from custody as a result of having been arrested or convicted of tribal violations occurring within Indian Country jurisdiction.

#### C.2 DEFINITIONS/ACRONYMS

As used throughout this contract, the following terms shall have the meaning set forth below and specified as applicable to this contract.

- A. Agency - The United States Department of the Interior, Bureau of Indian Affairs, Office of Justice Services.
- B. Agency jurisdiction – Is the jurisdiction of the BIA OJS Northern Pueblo Agency, Southern Pueblo Agency, Mescalero Apache Agency, Ute Mountain Agency, Navajo Nation and or another federally recognized Native American Indian tribe; including Indian Reservation land, Indian allotment land, and land designated as Indian territory.
- C. Arrestee or inmate – For the purpose of this contract applies to a tribal or Native American Indian person arrested under the authority of the BIA OJS and the personal jurisdiction of a tribal or CFR Court.
- D. Bureau of Indian Affairs (BIA) – As a bureau with the United States Department of the Interior, to protect the interests, resources, lands, and peoples of the federally recognized American Indian and Alaska Native tribes.
- E. Code of Federal Regulations (CFR) Court – The role of Indian tribal courts in the justice system.
- F. Contracting Officer (CO) – The individual with the authority to enter into, administer, and/or terminate contracts and make related determinations.

- G. Contracting Officer's Technical Representative (COTR) – The individual designated and authorized in writing by the Contracting Officer to be responsible for surveillance and monitoring of the Contractor's performance.
- H. County – Applies to the county where the detention facility is located.
- I. Contractor – The term herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that all subcontractors comply with the provisions of this contract.
- J. Cross cultural communication – Is the collective way of life of a people in a particular society; the standards, perspectives and the physical objects that constitute everyday life; the shared sets of understandings and expectations about how to think, feel and act; transmitted from generation to generation; cultures are neither totally integrated nor perfectly homogenous.
- K. District – Applies to the region(s) of the BIA OJS as designated in this contract.
- L. Government - The United States Government, Department of the Interior, Bureau of Indian Affairs, Office of Justice Services.
- M. Indian Country – A term as defined in Section 1151 of Title 18, United States Code. "(a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same."
- N. Indian Health Services (IHS) – Health and medical facilities that serve Native American Indians, Alaska Natives, and their decedents.
- O. Indian reservation or reservation - Land within the legal jurisdiction of a Federally recognized Native American Indian tribe, Bureau of Indian Affairs, or United States Department of the Interior.
- P. Local jurisdiction – Refers to and may include county, city, and tribal areas of jurisdiction.
- Q. Office of Justice Services (OJS) – As it is a part of the Bureau of Indian Affairs, it is responsible for the overall management of the Bureau's law enforcement program of which the Division of Corrections is one area.
- R. Performance Requirements – Tasks to be performed by the Contractor.
- S. Performance Requirements Summary Table – An outline of contract requirements which identifies the key service outputs, standards, surveillance, and assessments, which will be inspected or surveyed by the Government.
- T. Performance Work Statement (PWS) - a statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

- U. Period of Performance (POP) – The duration or timeframe of which the contract is valid.
- V. Supervisory Correctional Specialist (SCS) - The BIA OJS District personnel tasked to work directly with detention/correction facilities.
- W. Tribal violation – A violation the criminal law(s) of a tribal court or CFR Court which has jurisdiction of the arresting agency.

#### C.2.1 Definitions that apply to detention/correctional services

- A. Unusual incident – A special circumstance that requires attention in addition to everyday management of the correctional facility, this may include a serious injury or medical condition, death, escape, and change of the location of the tribal arrestee or inmate, and is not limited to these examples.
- B. Supervisory Correctional Specialist (SCS) and Contracting Officer’s Technical Representative (COTR) – For the purpose of this contract the SCS and COTR may be the same individual.

### **C.3 GOVERNMENT FURNISHED PROPERTY AND SERVICES**

The Government will not provide the Contractor with Government owned facilities, personnel, equipment, or materials in the performance of work under this contract.

### **C.4 CONTRACTOR FURNISHED PROPERTY AND SERVICES**

The Contractor shall provide all facilities, personnel, equipment, materials, and services necessary to perform the requirements of this contract.

### **C.5 CONTRACTOR PERSONNEL**

C.5.1 The facility administrator shall have authority to act for the Contractor on all contract matters relating to the operation of this contract.

C.5.2 The facility administrator shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.

C.5.3 The Contractor shall ensure each contract employee is trained and certified in accordance with the applicable federal, state, and local correctional certification standards.

### **C.6 QUALITY CONTROL**

C.6.1 The Contractor shall implement a Quality Control Program to assure that the requirements of the contract are provided as specified.

C.6.2 The Contractor shall make available any inspections, evaluation, or monitoring reports to the

COTR or BIA OJS staff upon written or verbal request when made to the appropriate personnel.

## **C.7 QUALITY ASSURANCE**

The Government will monitor the contract in accordance with the set surveillance performance standards listed in the Performance Requirements Summary Table.

- A. For juvenile facilities only, the Contractor shall comply with the Office of Juvenile Justice and Delinquency Prevention Act (JJDP Act, Pub. L. No. 93-415, 42 U.S.C Section 5601).

## **C.8 PERFORMANCE REQUIREMENT TASKS**

C.8.1 The Contractor shall incarcerate tribal persons who have committed violations of criminal federal or tribal law and provide housing and services associated with the detention of offenders.

C.8.2 The Contractor shall inquire and gather information from the BIA OJS or Tribal Police Officer regarding any medical concerns at the time of transport and admission of the arrestee(s)/inmate(s).

C.8.3 The Contractor shall provide a medical and suicidal screening at the time of arrestee(s)/inmate(s) booking or admission.

C.8.4 The Contractor shall release to a responsible party, incarcerated tribal arrestee(s)/inmate(s) upon receipt of valid court.

C.8.5 The Contractor shall notify the COTR within 24 hours of any unusual incidents which affects a bureau or tribal arrestee/inmate held under this contract.

C.8.6 The Contractor shall accommodate Native American Indian culture and religion when available.

C.8.7 The Contractor shall address emergency, routine non-emergency medical, psychological, and dental needs of the arrestee (s)/inmate(s) with an established medical professional assessment.

C.8.8 The Contractor shall give preference to the Indian Health Service or a tribal health care facility/provider when possible and appropriate; for emergency, routine non-emergency medical, psychological, and dental needs of arrestee(s)/inmate(s) who are enrolled members of a federally-recognized tribe.

C.8.9 The Contractor shall schedule transportation for the arrestee(s)/inmate(s) to treatment in a timely manner and as needed as required by each situation.

C.8.10 The Contractor shall coordinate with Indian Health Services and/or the nearest medical facility within 72 hours to process medical claims.

## C.9 GENERAL INFORMATION

### C.9.1 Points of Contact

#### A. Contractor:

Mark Caldwell, Facility Administrator  
Santa Fe County Youth Development Program  
4250 Airport Road  
Santa Fe, NM 87507-2844  
(505) 563-3005

#### B. BIA OJS:

James Begay, Supervisory Correctional Specialist (SCS), COTR  
1001 Indian School RD, NW, Suite 251  
Albuquerque, New Mexico  
Office: (505) 563-3005  
Cellular: (505) 228-2792  
Email: [james.begay@bia.gov](mailto:james.begay@bia.gov)

#### C. Contract Administrator:

Yvette Washington, Contract Specialist  
1001 Indian School Road NW, Suite 347  
Albuquerque, New Mexico  
Office: (505) 563-3663  
Fax: (505) 563-3030  
Email: [Yvette.Washington@bia.gov](mailto:Yvette.Washington@bia.gov)

### C.9.2 Period of Performance

The period of performance (POP) for this contract is listed below and includes a base period with four option periods.

Base Period: Period of performance is from July 1, 2011 through September 30, 2011.

Option Period One: POP is from October 1, 2011 through September 30, 2012.

Option Period Two: POP is from October 1, 2012 through September 30, 2013.

Option Period Three: POP is from October 1, 2013 through September 30, 2014.

Option Period Four: POP is from October 1, 2014 through September 30, 2015.

C.9.3 The following is a list of Indian Health Service and tribal healthcare facilities by preference:

- A. Santa Fe Indian Health Services  
1700 Cerrillos Road  
Santa Fe, NM 87505  
Phone: (505) 988-9821
  
- B. Christian St. Vincent Hospital  
455 St. Michaels Drive  
Santa Fe, NM 87505  
Phone: (505) 983-3361

C.9.4 If the Contractor receives a medical claim, the Contractor shall forward the claim to the COTR.

C.9.5 The Contractor shall submit, by the tenth (10<sup>th</sup>) day of each month, an invoice for the price of incarcerating the BIA OJS arrestee(s)/inmate(s). The board bill at a minimum shall contain the name and address of the Contractor, the contract number, date the invoice is prepared, name of each inmate incarcerated for the BIA OJS, in conjunction with the number of days each inmate was physically incarcerated by the Contractor, daily inmate rate, and the total amount to be paid by the BIA OJS Division of Corrections. Any discrepancies shall be justified in writing by the Contractor.

## **C.10 NEGATIVE DECLARATION**

C.10.1 This Performance Work Statement (PWS) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this PWS, or in any conduct undertaken pursuant to this PWS, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this PWS. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this PWS nor the activities of the parties pursuant to this PWS shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this PWS shall be construed to impact or impair the extradition authority and processes of the parties.

C.10.2 Nothing in this PWS shall be construed as waiving the sovereign immunity of the Contractor or their employees from suit in state, tribal or federal court. Liability for suit in state, tribal or federal court is determined by existing state, tribal and federal law and is not altered by this contract. Nothing in this contract waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

C.10.3 The Contractor agrees to hold harmless the BIA OJS from:

- A. Violation of constitutional rights arising from the detention of persons in the Contractor facility pursuant to this PWS.
- B. The Contractor expressly assumes liability for any and all claims of any nature, including all costs, expenses and attorney fees, which may in any manner result from or arise out of the activities or actions of the Contractor, and its officers, officials, employees, agents, representatives, subcontractors, or others acting on its behalf in any capacity under the Contract.

C.10.4 Indemnification, Liability, and Insurance.

- A. The BIA OJS assumes no liability and shall not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Contractor, including the employees, agents, representative or others acting on its behalf in any capacity, pursuant to this PWS.
- B. The Contractor assumes no liability and shall not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA OJS.
- C. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including an appropriate and sufficient insurance policy.
- D. The Contractor shall at all times during the life of the Contract maintain an insurance policy to protect the BIA OJS from liability for claims arising out of the negligence of the Contractor, and its officers, officials, employees, agents, representatives, subcontractors, or others acting on its behalf in any capacity under the contract.
- E. Nothing in this PWS is intended to alter the parties' insurance obligations toward their employees or others.

## PERFORMANCE REQUIREMENT SUMMARY TABLE

Task	Performance Requirements	Expected Outcome	Performance Standards	Surveillance
C.8.1	Incarcerate tribal persons who have committed violations of criminal federal/tribal law.	Provide for the safety, security, and welfare of the arrestee(s)/ inmate(s) and general public.	In accordance with the applicable Federal State, Tribal, and local laws.	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR
C.8.2	Inquire and gather medical concerns.	Receive pertinent medical concerns at the time of transport and admissions.	In accordance with the established facility policy and procedures.	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR
C.8.3	Provide medical and suicidal screening at the time of booking or admission.	Obtain pertinent medical and suicidal information of arrestee(s)/inmates(s).	In accordance with the established facility policy and procedures.	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR
C.8.4	Release incarcerated arrestee(s)/inmate(s) upon receipt of valid court order to a responsible party.	The release of an incarcerated person to a responsible party.	In accordance with a valid court order and facility policies.	James Begay, SCS, COTR will periodically review to ensure compliance with the court release procedures.
C.8.5	Notify COTR within 24 hours when an unusual incident occurs.	Insure safety and welfare of arrestee(s)/inmate(s).	In accordance with BIA/OJS Serious Incident Report (SIR) requirements. (Attachment A)	James Begay, SCS, COTR will ensure corrective action is processed.
C.8.6	When available accommodate Native American Indian culture and religion.	Safety, welfare, and spiritual wellbeing of arrestee(s)/inmates(s).	When available, in accordance with facility policy.	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR
C.8.7	Address emergency, routine non-emergency medical, psychological, and dental needs of the arrestee(s)/inmate(s).	Healthcare and welfare of arrestee(s)/inmate(s) are met.	In accordance with the established facility policy and procedures, and the BIA OJS Corrections Division's handbook: <a href="#">Access to Healthcare</a> section. (Attachment B)	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR
C.8.8	Provide emergency, routine non-emergency medical, psychological, and dental needs of the arrestee(s)/inmate(s).	Preference to IHS and Tribal Health Care Facilities as primary provider.	To raise the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level.	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR
C.8.9	Schedule and transport the arrestee(s)/inmate(s) to treatment as needed.	Safe arrival of the arrestee(s)/inmate(s) to the determined treatment facility or destination.	In accordance with the established facility policy and procedures.	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR
C.8.10	Coordinate with IHS and/or the nearest medical facility within 72 hours to process medical claim(s).	Meet 72 hour deadline for processing medical claims.	In accordance with the established facility policy and procedures.	Mark Caldwell, Facility Administrator  With oversight by James Begay, SCS, COTR

## ATTACHMENT A

BIA-OFFICE OF JUSTICE SERVICES \*CORRECTIONS DIVISION HANDBOOK\* Effective: 11/01/08 Revised:

### SERIOUS INCIDENT REPORTING (SIR)

#### POLICY

It is the policy of BIA OJS to report and document all serious incidents that occur within Correctional Operations or to an inmate, both adult and juvenile, legally committed to BIA or PL 93-638 custody. This policy establishes a mandatory uniform reporting system and protocol for incidents that are related to the custodial management of inmates in correctional operations.

#### RULES AND REGULATIONS

##### GENERAL

- A. This policy applies to all Bureau of Indian Affairs (BIA) Office of Justice Services (OJS) correctional facilities and correctional and/or detention facilities contracted under Public Law 93-638. The policy does not apply to correctional and/or detention programs operated solely under grants or tribal funding.
- B. Serious incidents include, but are not limited to the following:
  1. In custody death,
  2. medical emergency,
  3. suicide,
  4. aggravated assault,
  5. rape,
  6. hunger strike,
  7. escape,
  8. walk away,
  9. hostage situation,
  10. use of force,
  11. vehicle accident,
  12. terrorist behavior,
  13. natural disaster,
  14. fire,
  15. disturbance
  16. jail closure,
  17. bomb threat,
  18. work slow down,
  19. vermin infestation,
  20. communicable disease outbreak,
  21. water contamination.

## IMMEDIATE REPORTING REQUIREMENT

When a serious incident (see Appendix C) occurs relative to the custodial management of inmates, both adult and juvenile (regardless of where the incident takes place), the following will occur. For purposes of this policy, BIA Corrections staff titles are utilized; however, other non-BIA facilities should utilize their locally designated chain of command.

1. The officer in charge will immediately notify the facility Supervisory Correctional Specialist (SCS) or Supervisory Correctional Officer (SCO). If neither supervisor can be reached, the officer will contact the district Supervisory Correctional/Detention Specialist. The officer providing the telephonic report shall provide all relevant information to ensure a complete description of the incident is provided.
2. The facility SCS or SCO, once notified, shall immediately notify the district Supervisory Correctional/Detention Specialist.
3. The district Supervisory Correctional/Detention Specialist will immediately contact, by telephone, the Chief of Corrections, Central Office West (COW), if required. If an SIR requires forwarding to COW, contacts should have also occurred.
4. The Chief of Corrections will ensure that the Associate Director of Corrections, BIA OJS, is notified, if required. The Chief of Corrections will ensure the Associate Director of the Professional Standards Division is notified of all in-custody death incidents.
5. The Associate Director of Corrections, BIA OJS, will notify and brief the Deputy Bureau Director, BIA OJS, on all pertinent matters surrounding the incident.
6. The Deputy Bureau Director, BIA OJS will also contact the Department of the Interior (DOI) Director, Office of Law Enforcement and Security, to ensure the requirements of the U.S. Department of the Interior, Office of Inspector General Report No. 2004-I-0056, "Neither Safe nor Secure – An Assessment of Indian Detention Facilities," are being adhered to.
7. At any level, if the next responsible party cannot be reached immediately, the next level higher will be contacted. The facility supervisor will ensure that a current chain of command staff roster is available and on file at each facility for Central Office West and the District Office, with contact numbers, including cell phones.

## DOCUMENTATION REQUIREMENT

After notification has been made by the initial reporting officer, the following shall be completed:

1. The staff member at the facility who is initially and immediately involved in observing or responding to an incident shall complete a Serious Incident Report (SIR) (See Appendix A) prior to the end of the shift in which the incident occurred. The Serious Incident Description & Action Table shall be reference when completing the report (See Appendix C).
2. If more than one staff member is involved in or witnesses the incident, the supervisor or senior officer available will complete the SIR based on the memorandums completed by all staff. All staff involved will complete individual memorandums outlining the incident and the extent of their involvement. All supporting documentation, to include photos, medical reports, outside agency reports, etc., will be submitted as attachments to the SIR prior to the end of the shift. Staff memorandums will be in narrative format and a supplement to the SIR.
3. The facility SCS, SCO or designee will review the report to ensure all areas of the report are accurate and complete prior to submission to the district office.
4. The SIR will then be electronically mailed, if available, or faxed to the attention of the district Supervisory Correctional/Detention Specialist or designee responsible for the facility (including facilities contracted under Public Law 93 – 638) by the same or next business day.
5. The district Supervisory Correctional/Detention Specialist or designee will review the SIR for completeness, accuracy, follow up and corrective action prior to electronically mailing the SIR to the attention of the Chief of Corrections or designee. This will be completed within two business days after the incident is reported. The district Supervisory Correctional/ Detention Specialist or designee shall ensure any modifications made to the report is coordinated with the input of the initial reporting staff member.
6. The Chief of Corrections or designee will review the SIR, and if necessary return it to the district Supervisory Correctional/Detention Specialist or designee for clarification, more information or modification and shall be returned the same day if time allows. The Chief of Corrections or designee will be notified by district staff if the SIR cannot be completed in a timely manner.
7. Upon receipt of a complete and accurate SIR, the Chief of Corrections will forward it to the Associate Director of Corrections if required, who will brief the Deputy Bureau Director, BIA OJS. The SIR shall be forwarded to the Associate Director within 2 business days after the incident occurs. The Chief of Corrections or designee will also ensure a copy of the SIR is forwarded (if required) to the Associate Director, Professional Standards Division. However, in all in-custody death cases, the Professionals Standards Division will be notified.

8. After notification, the Deputy Bureau Director, BIA OJS will brief the Director, DOI OJS.
9. A copy of all SIR reports and SIR Logs will be maintained at each location where a SIR is generated or received. These reports and logs will be maintained in accordance with established Records Management procedures.

## FOLLOW UP

Upon review of the SIR, the supervisor at each level will do one or more of the following:

1. Ensure any immediate corrective action resulting from the SIR is addressed at the local facility. The Corrective Action Plan will be forwarded to the District Supervisory Correctional/Detention Specialist or designee.
  - a. The district Supervisory Correctional/Detention Specialist or designee will assume the responsibility to ensure that corrective measures are implemented to eliminate or reduce additional occurrences of the same incident at all BIA OJS and PL 93-638 correctional programs within their district, particularly at the facility where the incident occurred.
  - b. If the incident is the result of a lack of procedural clarification, the Chief of Corrections will ensure policies, procedures, or OJS Special Orders are either drafted or revised to eliminate or reduce additional occurrences of the serious incident. The Chief of Corrections shall ensure these new or modified policies, procedures, or OJS Special Orders are incorporated into the Indian Police Academy training curriculums, if required.
2. The Chief of Corrections will ensure the SIR has been forwarded to the Associate Director, Professional Standards Division, for investigation by proper personnel and branches, i.e., Investigations, Inspections, or Internal Affairs. The Associate Director, Professional Standards Division may also refer the incident to the Office of the Inspector General.
3. When any identified corrective action has been accomplished, a supplemental report will be completed listing the corrective action taken and when it was taken. This supplemental report will be forwarded through the chain of command and attached to the original SIR.

## SIR TRACKING

The tracking of SIR's shall be accomplished in the following manner:

1. All BIA and PL 93-638 correctional/detention facilities, district, and central offices, shall maintain a SIR log (See Appendix D). Each SIR generated or received at the respective location, will be documented on the SIR log. This log will be used for annual reporting as outlined in Section V. All sections of the SIR log will be completed in its entirety.

2. The below numbering system will be utilized, assigned, documented on each SIR, as well as tracked on the SIR Log. The SIR numbers assigned and documented on the report will correspond with the SIR log.
3. SIR numbering: A SIR number for the Ute Mountain Ute Agency would be derived in the following manner: The last digit of the current calendar year 2008, facility ORG CODE-MOL450, followed by the numbering system beginning with 001 for the first documented SIR. For example, SIR number 8KOL400-001 was generated in calendar year 2008 at the Ute Mountain Ute Correctional facility, and is the first documented incident for 2008.
4. The SIR log shall be maintained from January 1<sup>st</sup> to December 31<sup>st</sup> yearly. The numbering system will start over each calendar year beginning January 1<sup>st</sup>.

## ANNUAL REPORTING REQUIREMENT

The following procedures will be followed for reporting purposes:

1. All Bureau of Indian Affairs (BIA) Office of Justice Services correctional facilities and correctional and/or detention facilities contracted under Public Law 93-638 will maintain a Serious Incident Report log which will be forwarded to the respective district Supervisory Correctional/Detention Specialist on a yearly basis.
2. The district Supervisory Correctional/Detention Specialist will forward an annual summation of the Serious Incident Reports identified on Appendix E for incidents occurring within their district. This summation will be forwarded to the Chief of Corrections, by January 31<sup>st</sup> of each year.
3. Based on all district summary reports, the Chief of Corrections will prepare a final summary of all serious incidents occurring in BIA and PL 93-638 correctional/detention facilities by February 10<sup>th</sup> each year and forward to the Associate Director of Corrections.

Bureau of Indian Affairs  
Office of Justice Services  
Serious Incident Report  
Division of Corrections

(Appendix A) 1. Facility Name:	2. ☐ BIA ☐ PL 93-638 (check one)
3. Date:	4. Category of Serious Incident:
5. Type of Serious Incident:	6. Date and Time of Incident:
7. Location of Incident:	8. SIR Number:
9. Summary:	
10. Names and Titles of Persons Responding to the Incident:	
11. Status of Incident and Agencies Notified:	
12. Reporting Officer:	
13. Supervisor of the Facility:	
14. Shift Supervisor:	
15. Facility Information:	

ATTACHMENT B

BIA-OFFICE OF JUSTICE SERVICES \*CORRECTIONS DIVISION HANDBOOK\* Effective: 11/01/08 Revised:

ACCESS TO HEALTH CARE

POLICY

The office of Justice Services Corrections Division will provide access to available health care to all inmates. The health and safety of inmates and staff is of primary concern.

RULES AND REGULATIONS

GENERAL

- A. Access to a continuum of health care services will be available, so health care needs, including prevention and health education, are met in a timely and efficient manner. Inmates will be informed of the process for requesting health care.
- B. The facility Supervisory Correctional Specialist (SCS), Supervisory Correctional Officer (SCO) or designee shall ensure inmates have access to emergency and routine health care, which includes medical, dental, mental health, and substance abuse assessment and care.

- C. Correctional staff have an obligation to promptly refer all inmate requests for health care services to the appropriate health care provider. Health care shall be accessible in accordance with any agreements between the correctional facility and the health care provider.

#### NOTIFYING INMATES OF HEALTH CARE SERVICES

- A. The facility SCS, SCO or designee will review the facility agreement with the health care provider to determine what health care services are available.
- B. The facility SCS, SCO, or designee, in coordination with the district SCS will ensure information regarding inmate access to health care is identified in the facility Inmate Handbook.
- C. During orientation/screening, the correctional officer shall verbally instruct the inmate how health care may be accessed, and ensure an Inmate Handbook is provided, or made available for review. The correctional officer will receive written verification of understanding. (See policy, Orientation of Inmates).
- D. If a facility Inmate Handbook is not provided to each inmate during booking/screening, a copy will be readily available in the inmate housing areas, at all times.
- E. The facility SCS, SCO, or designee, shall also ensure the information on access to health care is posted in appropriate inmate areas.

## INMATE REQUEST FOR ROUTINE HEALTH CARE

- A. Any inmate needing access to routine health care will complete an Inmate Request to Staff Form. This form can be initiated at any time by the inmate.
- B. The form will be provided to a correctional officer, who will individually and privately meet with each inmate. The officer will document the need of the inmate on the form, and will notify the shift supervisor to arrange a medical appointment.

## INMATE REQUEST FOR EMERGENCY AND URGENT MEDICAL CARE

- A. Inmates may request urgent and emergency medical care verbally or by using the Inmate Request to Staff Form.
- B. Correctional staff will immediately notify the on-duty supervisor, and if necessary emergency medical services (EMS) or the health care provider will be contacted, based on the inmate's health care complaint. Whether the inmate request is verbal or written, the correctional officer will document this on the daily activity log.
- C. The EMS or health care provider, if contacted, will assess the situation and refer the inmate to the appropriate health resource. This shall be documented in the inmate's Health Care File.

## SICK CALL

A daily sick call may be established at each facility. The below requirements must be addressed, and may be tailored to meet the needs of each facility. The facility SCS, SCO or designee will address these issues in local procedures:

1. A correctional officer will be assigned to observe and supervise sick call.
2. The correctional officer will understand his/her duties, including the confidentiality of inmate health care needs.
3. The preparations required for sick call (i.e., identifying inmates who need to be seen as a result of the sick call sign up sheet (Appendix A), inmate requests, routine screening, etc.), will be coordinated.
4. If an area of the facility is used as an inmate waiting area, how this area is supervised, and how inmates move from this area to the room where treatment occurs.
5. How the inmate's right to privacy during treatment is protected.
6. If transportation to a medical facility is necessary, inmates will be restrained, searched before and after transport, and will not be allowed to visit with any non-medical personnel during the medical process. A corrections officer will accompany the inmate at all times.

## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<https://www.acquisition.gov/far>

<http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
1452.224-01	Privacy Act Notification (Jul 1996) (Deviation)	July 1996
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	October 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	December 2010
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-29	Notification of Visa Denial	June 2003
52.222-35	Equal Opportunity for Veterans	September 2010
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	September 2009
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.229-01	State and Local Taxes	April 1984
52.229-03	Federal, State, and Local Taxes	April 2003
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	April 2003
52.232-09	Limitation on Withholding of Payments	April 1984
52.232-20	Limitation Of Cost	April 1984
52.232-22	Limitation of Funds	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.232-36	Payment by Third Party	February 2010

52.233-03	Protest after Award	August 1996
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.237-03	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed Price	August 1987
52.243-01 Alt I	Changes--Fixed Price Alternate I	April 1984
52.249-14	Excusable Delays	April 1984

I.2 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS OCTOBER 2010

(a) Definitions. As used in this clause—

“Agency” means “executive agency” as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees. (i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from

each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

(End of clause)

I.3 52.204-01 APPROVAL OF CONTRACT

DECEMBER 1989

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits 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 5 days.

I.6 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 9 months.

(End of clause)

I.7 52.222-41 SERVICE CONTRACT ACT OF 1965

NOVEMBER 2007

(a) Definitions. As used in this clause-

"Act" means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way

different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage

determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the

right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage



(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.11 52.249-02 TERMINATION FOR CONVENIENCE OF THE  
GOVERNMENT (FIXED-PRICE)

MAY 2004

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government--
- (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
- (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
- (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement

proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.12 52.249-04 TERMINATION FOR CONVENIENCE OF THE  
GOVERNMENT (SERVICES) (SHORT FORM)

APRIL 1984

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

I.13 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

APRIL 1984

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.14 DOL WAGE RATES

WD 05-2362 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

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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

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2362  
Revision No.: 12  
Date Of Revision: 06/13/2011

State: New Mexico

Area: New Mexico Counties of Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.60
01013 - Accounting Clerk III		16.33
01020 - Administrative Assistant		18.17
01040 - Court Reporter		18.61
01051 - Data Entry Operator I		11.03
01052 - Data Entry Operator II		13.44
01060 - Dispatcher, Motor Vehicle		15.56
01070 - Document Preparation Clerk		13.86
01090 - Duplicating Machine Operator		13.86
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		13.90
01120 - Housing Referral Assistant		16.74
01141 - Messenger Courier		9.98
01191 - Order Clerk I		11.33
01192 - Order Clerk II		12.91
01261 - Personnel Assistant (Employment) I		13.80
01262 - Personnel Assistant (Employment) II		15.44
01263 - Personnel Assistant (Employment) III		17.22
01270 - Production Control Clerk		21.06
01280 - Receptionist		11.02
01290 - Rental Clerk		12.25

01300	- Scheduler, Maintenance	13.42
01311	- Secretary I	13.42
01312	- Secretary II	15.01
01313	- Secretary III	16.74
01320	- Service Order Dispatcher	14.08
01410	- Supply Technician	18.60
01420	- Survey Worker	14.01
01531	- Travel Clerk I	11.82
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.57
01611	- Word Processor I	11.91
01612	- Word Processor II	13.37
01613	- Word Processor III	14.95
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.06
05010	- Automotive Electrician	18.12
05040	- Automotive Glass Installer	15.82
05070	- Automotive Worker	15.82
05110	- Mobile Equipment Servicer	13.50
05130	- Motor Equipment Metal Mechanic	17.99
05160	- Motor Equipment Metal Worker	15.82
05190	- Motor Vehicle Mechanic	18.12
05220	- Motor Vehicle Mechanic Helper	13.62
05250	- Motor Vehicle Upholstery Worker	15.82
05280	- Motor Vehicle Wrecker	15.82
05310	- Painter, Automotive	17.19
05340	- Radiator Repair Specialist	15.82
05370	- Tire Repairer	11.49
05400	- Transmission Repair Specialist	17.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.60
07041	- Cook I	9.75
07042	- Cook II	11.64
07070	- Dishwasher	7.89
07130	- Food Service Worker	9.36
07210	- Meat Cutter	16.07
07260	- Waiter/Waitress	7.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.65
09040	- Furniture Handler	11.44
09080	- Furniture Refinisher	14.65
09090	- Furniture Refinisher Helper	12.45
09110	- Furniture Repairer, Minor	13.85
09130	- Upholsterer	14.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.11
11060	- Elevator Operator	9.11
11090	- Gardener	14.29
11122	- Housekeeping Aide	9.73
11150	- Janitor	9.73
11210	- Laborer, Grounds Maintenance	10.39
11240	- Maid or Houseman	8.48
11260	- Pruner	8.88
11270	- Tractor Operator	13.22
11330	- Trail Maintenance Worker	10.39
11360	- Window Cleaner	11.39
12000	- Health Occupations	
12010	- Ambulance Driver	15.94
12011	- Breath Alcohol Technician	18.04
12012	- Certified Occupational Therapist Assistant	25.32
12015	- Certified Physical Therapist Assistant	21.02

12020 - Dental Assistant	14.93
12025 - Dental Hygienist	36.30
12030 - EKG Technician	26.19
12035 - Electroneurodiagnostic Technologist	26.19
12040 - Emergency Medical Technician	15.94
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92
12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	13.10
12130 - Medical Laboratory Technician	18.44
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	14.42
12210 - Nuclear Medicine Technologist	36.03
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	14.29
12236 - Optical Technician	14.53
12250 - Pharmacy Technician	14.09
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	26.71
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II, Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III, Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	20.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.35
13012 - Exhibits Specialist II	21.18
13013 - Exhibits Specialist III	25.33
13041 - Illustrator I	16.10
13042 - Illustrator II	19.95
13043 - Illustrator III	23.03
13047 - Librarian	22.91
13050 - Library Aide/Clerk	9.11
13054 - Library Information Technology Systems Administrator	20.67
13058 - Library Technician	13.73
13061 - Media Specialist I	15.31
13062 - Media Specialist II	17.18
13063 - Media Specialist III	19.07
13071 - Photographer I	15.88
13072 - Photographer II	17.63
13073 - Photographer III	21.70
13074 - Photographer IV	24.30
13075 - Photographer V	29.39
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	19.12
14044 - Computer Operator IV	21.26
14045 - Computer Operator V	24.34
14071 - Computer Programmer I	(see 1)
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		14.98
14160	- Personal Computer Support Technician		21.52
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		27.62
15020	- Aircrew Training Devices Instructor (Rated)		33.39
15030	- Air Crew Training Devices Instructor (Pilot)		40.05
15050	- Computer Based Training Specialist / Instructor		27.62
15060	- Educational Technologist		25.93
15070	- Flight Instructor (Pilot)		40.05
15080	- Graphic Artist		22.41
15090	- Technical Instructor		18.61
15095	- Technical Instructor/Course Developer		25.06
15110	- Test Proctor		15.01
15120	- Tutor		15.01
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		8.80
16030	- Counter Attendant		8.80
16040	- Dry Cleaner		10.58
16070	- Finisher, Flatwork, Machine		8.80
16090	- Presser, Hand		8.80
16110	- Presser, Machine, Drycleaning		8.80
16130	- Presser, Machine, Shirts		8.80
16160	- Presser, Machine, Wearing Apparel, Laundry		8.80
16190	- Sewing Machine Operator		11.15
16220	- Tailor		11.73
16250	- Washer, Machine		9.39
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		19.95
19040	- Tool And Die Maker		24.09
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		14.21
21030	- Material Coordinator		21.06
21040	- Material Expediter		21.06
21050	- Material Handling Laborer		10.90
21071	- Order Filler		11.53
21080	- Production Line Worker (Food Processing)		14.21
21110	- Shipping Packer		13.14
21130	- Shipping/Receiving Clerk		13.14
21140	- Store Worker I		8.78
21150	- Stock Clerk		13.78
21210	- Tools And Parts Attendant		14.21
21410	- Warehouse Specialist		14.21
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		24.01
23021	- Aircraft Mechanic I		22.48
23022	- Aircraft Mechanic II		24.01
23023	- Aircraft Mechanic III		25.31
23040	- Aircraft Mechanic Helper		16.62
23050	- Aircraft, Painter		20.56
23060	- Aircraft Servicer		18.79
23080	- Aircraft Worker		20.11
23110	- Appliance Mechanic		14.70
23120	- Bicycle Repairer		10.94
23125	- Cable Splicer		21.67
23130	- Carpenter, Maintenance		16.70
23140	- Carpet Layer		17.16
23160	- Electrician, Maintenance		21.52
23181	- Electronics Technician Maintenance I		25.16

23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	18.76
23310 - Fire Extinguisher Repairer	14.23
23311 - Fuel Distribution System Mechanic	21.10
23312 - Fuel Distribution System Operator	16.38
23370 - General Maintenance Worker	15.10
23380 - Ground Support Equipment Mechanic	22.48
23381 - Ground Support Equipment Servicer	18.79
23382 - Ground Support Equipment Worker	20.11
23391 - Gunsmith I	14.23
23392 - Gunsmith II	17.16
23393 - Gunsmith III	20.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	19.48
23440 - Heavy Equipment Operator	17.25
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	18.64
23470 - Laborer	10.90
23510 - Locksmith	18.64
23530 - Machinery Maintenance Mechanic	22.60
23550 - Machinist, Maintenance	21.25
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	20.11
23710 - Office Appliance Repairer	19.21
23760 - Painter, Maintenance	15.94
23790 - Pipefitter, Maintenance	22.03
23810 - Plumber, Maintenance	20.60
23820 - Pneudraulic Systems Mechanic	20.11
23850 - Rigger	20.11
23870 - Scale Mechanic	17.16
23890 - Sheet-Metal Worker, Maintenance	19.22
23910 - Small Engine Mechanic	15.07
23931 - Telecommunications Mechanic I	24.06
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	21.26
23960 - Welder, Combination, Maintenance	18.39
23965 - Well Driller	19.77
23970 - Woodcraft Worker	20.11
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	13.49
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.77
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	19.77
25190 - Ventilation Equipment Tender	12.56
25210 - Water Treatment Plant Operator	17.38
27000 - Protective Service Occupations	

27004 - Alarm Monitor	13.86
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	15.36
27010 - Court Security Officer	16.86
27030 - Detection Dog Handler	13.16
27040 - Detention Officer	15.36
27070 - Firefighter	16.86
27101 - Guard I	11.23
27102 - Guard II	12.56
27131 - Police Officer I	18.47
27132 - Police Officer II	20.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.55
28042 - Carnival Equipment Repairer	14.77
28043 - Carnival Equipment Worker	9.34
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	18.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.42
29020 - Hatch Tender	20.42
29030 - Line Handler	20.42
29041 - Stevedore I	19.04
29042 - Stevedore II	22.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	20.36
30210 - Laboratory Technician	22.61
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	15.40
30362 - Paralegal/Legal Assistant II	19.08
30363 - Paralegal/Legal Assistant III	23.34
30364 - Paralegal/Legal Assistant IV	28.24
30390 - Photo-Optics Technician	24.17
30461 - Technical Writer I	21.22
30462 - Technical Writer II	25.96
30463 - Technical Writer III	31.40
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97

30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.75
30621 - Weather Observer, Senior	(see 2) 24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.73
31030 - Bus Driver	17.17
31043 - Driver Courier	13.34
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	13.56
31310 - Taxi Driver	10.53
31361 - Truckdriver, Light	13.56
31362 - Truckdriver, Medium	16.66
31363 - Truckdriver, Heavy	18.93
31364 - Truckdriver, Tractor-Trailer	18.93
99000 - Miscellaneous Occupations	
99030 - Cashier	9.11
99050 - Desk Clerk	9.14
99095 - Embalmer	23.74
99251 - Laboratory Animal Caretaker I	11.13
99252 - Laboratory Animal Caretaker II	12.42
99310 - Mortician	23.75
99410 - Pest Controller	17.07
99510 - Photofinishing Worker	12.14
99710 - Recycling Laborer	12.03
99711 - Recycling Specialist	15.57
99730 - Refuse Collector	10.99
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	10.28
99830 - Survey Party Chief	19.48
99831 - Surveying Aide	17.72
99832 - Surveying Technician	17.87
99840 - Vending Machine Attendant	11.72
99841 - Vending Machine Repairer	14.59
99842 - Vending Machine Repairer Helper	10.51

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>

<http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
52.203-02	Certificate of Independent Price Determination	April 1985
52.209-05	Certification Regarding Responsibility Matters	April 2010
52.222-22	Previous Contracts And Compliance Reports	February 1999
52.222-25	Affirmative Action Compliance	April 1984
52.223-13	Certification of Toxic Chemical Release Reporting	August 2003

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>  
<http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
1452.233-02	Service of Protest--Department of the Interior (Deviation)	July 1996
52.204-06	Data Universal Numbering System (DUNS) Number	April 2008

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