

2. AMENDMENT/MODIFICATION NO. P00038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	------------------------------------	----------------------------------	--------------------------------

6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
---	----------------	--	-----------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
		10B. DATED (SEE ITEM 13) 03/01/2014
CODE D5U9RK5DUTA8	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW EROIGSA-14-0001

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.)

UEI: D5U9RK5DUTA8

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED]

Field Office Point of Contact: [REDACTED]

CS: [REDACTED]

CO: [REDACTED]

The purpose of administrative modification P00038 is to incorporate DoL Wage Determination 2015-5455, Revision 23 dated December 26, 2023. The new WD is effective March 1st, 2024.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED [REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00038

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 03/01/2014 to 03/31/2025 For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00039	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE D5U9RK5DUTA8	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	10B. DATED (SEE ITEM 13) 03/01/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW EROIGSA-14-0001

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.)

UEI: D5U9RK5DUTA8
CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED]
Contracting Officer's Representative (COR): [REDACTED]
Field Office Point of Contact: [REDACTED]
CS: [REDACTED]
CO: [REDACTED]

The purpose of administrative modification P00039 is to add [REDACTED] as an additional COR on the contract.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00039

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 03/01/2014 to 03/31/2025 For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 03/01/2014 to 03/31/2025 ICE - INVOICE INSTRUCTIONS ERO</p> <p>Beginning December 9, 2024 all invoicing procedures will take place on www.IPP.gov. Vendors must be registered www.IPP.gov. Registration on www.IPP.gov is required to receive payment. Invoices will not be accepted by any other method.</p> <p>1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include; contractor's Unique Entity Identifier (UEI) number; the ICE Program Office; and state whether the invoice is "INTERIM" or "FINAL".</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows: "...An invoice must include-</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM; (ii) Unique Entity Identifier (UEI) number; (iii) Invoice date and number; (iv) Contract number, line items and, if applicable, the order number; (v) Description, quantity, unit of measure, unit price and extended price of the items delivered; (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii) Terms of any discount for prompt payment offered; (viii) Remit to Address; (ix) Name, title, and phone number of persons to notify in event of defective invoice; (x) ICE Program Office designated on the order/contract/agreement; and (xi) Whether the invoice is "Interim" or "Final" (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Management.</p> <p>3. Invoice submission: The above information will be required to complete the invoice submission requirements within IPP. Please refer to www.IPP.gov for additional information on Getting Started, Benefits, Features, and Enrollment.</p> <p>4. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>5. The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>6. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00040

PAGE OF
5 5

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience, or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00041 See Block 16C

6. ISSUED BY CODE 70CDRCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 DETENTION COMPLIANCE AND REMOVALS ICE/Detention Compliance & Removals
 U.S. Immigration and Customs Enforcement Immigration and Customs Enforcement
 Office of Acquisition Management Office of Acquisition Management
 500 12th St SW 500 12th St SW
 WASHINGTON DC 20024 WASHINGTON DC 20024

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 OTERO COUNTY OF (x)
 ATTN [REDACTED]
 10 MCGREGOR RANGE ROAD
 CHAPARRAL NM 880818018
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
 10B. DATED (SEE ITEM 13) 03/01/2014
 CODE D5U9RK5DUTA8 FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X IAW EROIGSA-14-0001

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 UEI: D5U9RK5DUTA8

CONTACT INFORMATION:
 Contracting Officer's Representative (COR): [REDACTED]
 Contracting Officer's Representative (COR): [REDACTED]
 Field Office Point of Contact: [REDACTED]
 CS: [REDACTED]
 CO: [REDACTED]

The purpose of administrative modification is the following:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED] *Contract Manager* [REDACTED]
 15C. DATE SIGNED
 1-27-25

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00041

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>1. Approve the Request for Equitable/Service Contract Act Adjustment submitted by Management & Training Corporation on behalf of Otero County concerning Monthly Operating Charge at the Otero County Processing Center in Otero County, NM. The REA addresses Wage Determination 2015-5455 revision 23, dated 12/26/2023 and effective 03/01/2024 and was incorporated into the contract by EROIGSA-14-0001 P00038. The new rate is retroactively incorporated beginning 03/01/2024.</p> <p>2. For billing purposes, the new rates as indicated below shall take effect 02/01/2025. A retroactive payment in the total amount of [REDACTED] is approved to satisfy the increase between 03/01/2024 - 01/31/2025. Of the [REDACTED] is for the increase in the Monthly Operating Charge, [REDACTED] is for the increase to the BDR Tier II [REDACTED] and [REDACTED] is for the increase to the BDR Tier III [REDACTED]. The retroactive payment is approved for the following task orders, for task order 70CDCR23FIGR00199, [REDACTED] and for task order 70CDCR24FIGR00165, [REDACTED]</p> <p>3. For CLIN 0001, the Monthly Operating Charge has increased by [REDACTED] to [REDACTED]. The BDR Tier II [REDACTED] has increased by [REDACTED] per detainee to [REDACTED] per detainee. The BDR Tier III [REDACTED] has increased by [REDACTED] per detainee to [REDACTED] per detainee. See CLIN 0001 below for the updated rates.</p> <p>Discount Terms: Net 30</p> <p>Period of Performance: 03/01/2014 to 03/31/2025</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Service - To provide housing and care for detainees.</p> <p>Effective 02/01/2025 Monthly Operating Charge: [REDACTED]</p> <p>Effective 11/17/23 Monthly Operating Charge: [REDACTED]</p> <p>BDR Tier 1 [REDACTED] per detainee</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00041

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>BDR Tier II [REDACTED] effective through 1/31/25: [REDACTED] per detainee</p> <p>BDR Tier II (501-740) effective 02/01/25: [REDACTED] per detainee</p> <p>BDR Tier III [REDACTED] effective through 1/31/25: [REDACTED] per detainee</p> <p>BDR Tier III [REDACTED] effective 02/01/25: [REDACTED] per detainee</p> <p>Emergency Tier [REDACTED] per detainee Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
Wage Determination No.: 2015-5455 Revision No.: 23 Date Of Last Revision: 12/26/2023	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico Counties of Chaves, Eddy, Lincoln, Otero

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.94***
01012 - Accounting Clerk II		16.78***
01013 - Accounting Clerk III		18.77
01020 - Administrative Assistant		27.93
01035 - Court Reporter		18.21
01041 - Customer Service Representative I		13.78***
01042 - Customer Service Representative II		15.03***
01043 - Customer Service Representative III		16.88***
01051 - Data Entry Operator I		13.32***
01052 - Data Entry Operator II		14.53***
01060 - Dispatcher, Motor Vehicle		20.77
01070 - Document Preparation Clerk		14.50***
01090 - Duplicating Machine Operator		14.50***
01111 - General Clerk I		13.42***
01112 - General Clerk II		14.64***
01113 - General Clerk III		16.44***

01120 - Housing Referral Assistant	20.30
01141 - Messenger Courier	11.50***
01191 - Order Clerk I	13.29***
01192 - Order Clerk II	14.50***
01261 - Personnel Assistant (Employment) I	16.94***
01262 - Personnel Assistant (Employment) II	18.94
01263 - Personnel Assistant (Employment) III	21.12
01270 - Production Control Clerk	26.40
01290 - Rental Clerk	14.64***
01300 - Scheduler, Maintenance	16.28***
01311 - Secretary I	16.28***
01312 - Secretary II	18.21
01313 - Secretary III	20.30
01320 - Service Order Dispatcher	18.57
01410 - Supply Technician	27.85
01420 - Survey Worker	18.21
01460 - Switchboard Operator/Receptionist	14.00***
01531 - Travel Clerk I	13.53***
01532 - Travel Clerk II	14.42***
01533 - Travel Clerk III	15.69***
01611 - Word Processor I	14.50***
01612 - Word Processor II	16.28***
01613 - Word Processor III	18.21
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.06
05010 - Automotive Electrician	16.73***
05040 - Automotive Glass Installer	15.51***
05070 - Automotive Worker	15.51***
05110 - Mobile Equipment Servicer	13.07***
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.51***
05190 - Motor Vehicle Mechanic	17.99
05220 - Motor Vehicle Mechanic Helper	11.84***
05250 - Motor Vehicle Upholstery Worker	14.28***
05280 - Motor Vehicle Wrecker	15.51***
05310 - Painter, Automotive	16.73***
05340 - Radiator Repair Specialist	15.51***
05370 - Tire Repairer	14.25***
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.63***
07041 - Cook I	13.67***
07042 - Cook II	16.23***
07070 - Dishwasher	12.04***
07130 - Food Service Worker	11.57***
07210 - Meat Cutter	15.88***
07260 - Waiter/Waitress	11.48***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.93
09040 - Furniture Handler	12.89***
09080 - Furniture Refinisher	20.93
09090 - Furniture Refinisher Helper	16.19***
09110 - Furniture Repairer, Minor	19.26
09130 - Upholsterer	20.93
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.21***
11060 - Elevator Operator	13.19***
11090 - Gardener	19.46
11122 - Housekeeping Aide	13.68***
11150 - Janitor	13.68***
11210 - Laborer, Grounds Maintenance	13.97***
11240 - Maid or Houseman	11.53***
11260 - Pruner	13.02***
11270 - Tractor Operator	17.63
11330 - Trail Maintenance Worker	13.97***

11360 - Window Cleaner	14.50***
12000 - Health Occupations	
12010 - Ambulance Driver	16.12***
12011 - Breath Alcohol Technician	25.97
12012 - Certified Occupational Therapist Assistant	29.50
12015 - Certified Physical Therapist Assistant	25.52
12020 - Dental Assistant	18.23
12025 - Dental Hygienist	44.83
12030 - EKG Technician	39.35
12035 - Electroneurodiagnostic Technologist	39.35
12040 - Emergency Medical Technician	16.12***
12071 - Licensed Practical Nurse I	23.22
12072 - Licensed Practical Nurse II	25.97
12073 - Licensed Practical Nurse III	28.95
12100 - Medical Assistant	15.53***
12130 - Medical Laboratory Technician	22.95
12160 - Medical Record Clerk	16.20***
12190 - Medical Record Technician	18.12
12195 - Medical Transcriptionist	23.22
12210 - Nuclear Medicine Technologist	57.08
12221 - Nursing Assistant I	12.24***
12222 - Nursing Assistant II	13.77***
12223 - Nursing Assistant III	15.02***
12224 - Nursing Assistant IV	16.87***
12235 - Optical Dispenser	16.94***
12236 - Optical Technician	19.94
12250 - Pharmacy Technician	18.20
12280 - Phlebotomist	16.24***
12305 - Radiologic Technologist	29.96
12311 - Registered Nurse I	25.56
12312 - Registered Nurse II	31.26
12313 - Registered Nurse II, Specialist	31.26
12314 - Registered Nurse III	37.82
12315 - Registered Nurse III, Anesthetist	37.82
12316 - Registered Nurse IV	45.34
12317 - Scheduler (Drug and Alcohol Testing)	32.18
12320 - Substance Abuse Treatment Counselor	29.38
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	23.08
13013 - Exhibits Specialist III	27.03
13041 - Illustrator I	19.15
13042 - Illustrator II	23.08
13043 - Illustrator III	27.03
13047 - Librarian	24.46
13050 - Library Aide/Clerk	13.34***
13054 - Library Information Technology Systems Administrator	22.09
13058 - Library Technician	17.24
13061 - Media Specialist I	15.83***
13062 - Media Specialist II	17.83
13063 - Media Specialist III	19.88
13071 - Photographer I	15.38***
13072 - Photographer II	17.20
13073 - Photographer III	21.31
13074 - Photographer IV	26.07
13075 - Photographer V	31.55
13090 - Technical Order Library Clerk	17.04***
13110 - Video Teleconference Technician	18.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.19
14042 - Computer Operator II	20.58
14043 - Computer Operator III	22.97
14044 - Computer Operator IV	25.52
14045 - Computer Operator V	28.24

14071 - Computer Programmer I	(see 1)	21.43
14072 - Computer Programmer II	(see 1)	26.56
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		18.19
14160 - Personal Computer Support Technician		25.76
14170 - System Support Specialist		30.21
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.95
15020 - Aircrew Training Devices Instructor (Rated)		37.45
15030 - Air Crew Training Devices Instructor (Pilot)		44.90
15050 - Computer Based Training Specialist / Instructor		30.95
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		44.90
15080 - Graphic Artist		19.52
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		44.34
15086 - Maintenance Test Pilot, Rotary Wing		44.34
15088 - Non-Maintenance Test/Co-Pilot		44.34
15090 - Technical Instructor		27.47
15095 - Technical Instructor/Course Developer		33.59
15110 - Test Proctor		22.16
15120 - Tutor		22.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		13.71***
16030 - Counter Attendant		13.71***
16040 - Dry Cleaner		15.68***
16070 - Finisher, Flatwork, Machine		13.71***
16090 - Presser, Hand		13.71***
16110 - Presser, Machine, Drycleaning		13.71***
16130 - Presser, Machine, Shirts		13.71***
16160 - Presser, Machine, Wearing Apparel, Laundry		13.71***
16190 - Sewing Machine Operator		16.34***
16220 - Tailor		17.00***
16250 - Washer, Machine		14.37***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.61
19040 - Tool And Die Maker		34.07
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.06
21030 - Material Coordinator		26.40
21040 - Material Expediter		26.40
21050 - Material Handling Laborer		15.53***
21071 - Order Filler		14.95***
21080 - Production Line Worker (Food Processing)		18.06
21110 - Shipping Packer		17.48
21130 - Shipping/Receiving Clerk		17.48
21140 - Store Worker I		13.05***
21150 - Stock Clerk		16.30***
21210 - Tools And Parts Attendant		18.06
21410 - Warehouse Specialist		18.06
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		37.88
23019 - Aircraft Logs and Records Technician		28.17
23021 - Aircraft Mechanic I		35.49
23022 - Aircraft Mechanic II		37.88
23023 - Aircraft Mechanic III		40.08
23040 - Aircraft Mechanic Helper		23.36
23050 - Aircraft, Painter		33.00
23060 - Aircraft Servicer		28.17
23070 - Aircraft Survival Flight Equipment Technician		33.00
23080 - Aircraft Worker		30.60
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		30.60

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	35.49
II	
23110 - Appliance Mechanic	26.32
23120 - Bicycle Repairer	20.76
23125 - Cable Splicer	34.67
23130 - Carpenter, Maintenance	21.32
23140 - Carpet Layer	24.41
23160 - Electrician, Maintenance	28.90
23181 - Electronics Technician Maintenance I	29.95
23182 - Electronics Technician Maintenance II	32.30
23183 - Electronics Technician Maintenance III	34.74
23260 - Fabric Worker	22.71
23290 - Fire Alarm System Mechanic	28.63
23310 - Fire Extinguisher Repairer	20.76
23311 - Fuel Distribution System Mechanic	37.84
23312 - Fuel Distribution System Operator	27.43
23370 - General Maintenance Worker	17.58
23380 - Ground Support Equipment Mechanic	35.49
23381 - Ground Support Equipment Servicer	28.17
23382 - Ground Support Equipment Worker	30.60
23391 - Gunsmith I	20.76
23392 - Gunsmith II	24.68
23393 - Gunsmith III	28.63
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.45
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.95
23430 - Heavy Equipment Mechanic	28.74
23440 - Heavy Equipment Operator	23.98
23460 - Instrument Mechanic	28.63
23465 - Laboratory/Shelter Mechanic	26.61
23470 - Laborer	15.53***
23510 - Locksmith	26.61
23530 - Machinery Maintenance Mechanic	29.06
23550 - Machinist, Maintenance	24.70
23580 - Maintenance Trades Helper	15.41***
23591 - Metrology Technician I	28.63
23592 - Metrology Technician II	30.57
23593 - Metrology Technician III	32.35
23640 - Millwright	28.63
23710 - Office Appliance Repairer	26.38
23760 - Painter, Maintenance	19.21
23790 - Pipefitter, Maintenance	24.40
23810 - Plumber, Maintenance	22.68
23820 - Pneudraulic Systems Mechanic	28.63
23850 - Rigger	28.63
23870 - Scale Mechanic	24.68
23890 - Sheet-Metal Worker, Maintenance	27.10
23910 - Small Engine Mechanic	19.70
23931 - Telecommunications Mechanic I	29.51
23932 - Telecommunications Mechanic II	31.49
23950 - Telephone Lineman	28.38
23960 - Welder, Combination, Maintenance	28.55
23965 - Well Driller	26.71
23970 - Woodcraft Worker	28.63
23980 - Woodworker	20.76
24000 - Personal Needs Occupations	
24550 - Case Manager	18.37
24570 - Child Care Attendant	11.74***
24580 - Child Care Center Clerk	14.63***
24610 - Chore Aide	11.50***
24620 - Family Readiness And Support Services Coordinator	18.37
24630 - Homemaker	18.37

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.80
25040 - Sewage Plant Operator	21.34
25070 - Stationary Engineer	25.80
25190 - Ventilation Equipment Tender	16.97***
25210 - Water Treatment Plant Operator	21.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.07***
27007 - Baggage Inspector	15.00***
27008 - Corrections Officer	18.66
27010 - Court Security Officer	20.15
27030 - Detection Dog Handler	16.78***
27040 - Detention Officer	18.66
27070 - Firefighter	21.67
27101 - Guard I	15.00***
27102 - Guard II	16.78***
27131 - Police Officer I	22.65
27132 - Police Officer II	25.17
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.52***
28042 - Carnival Equipment Repairer	17.14***
28043 - Carnival Worker	11.70***
28210 - Gate Attendant/Gate Tender	15.93***
28310 - Lifeguard	13.11***
28350 - Park Attendant (Aide)	17.82
28510 - Recreation Aide/Health Facility Attendant	13.00***
28515 - Recreation Specialist	22.08
28630 - Sports Official	14.18***
28690 - Swimming Pool Operator	20.38
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	34.08
29020 - Hatch Tender	34.08
29030 - Line Handler	34.08
29041 - Stevedore I	31.36
29042 - Stevedore II	36.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.33
30022 - Archeological Technician II	20.51
30023 - Archeological Technician III	25.41
30030 - Cartographic Technician	25.41
30040 - Civil Engineering Technician	23.22
30051 - Cryogenic Technician I	27.87
30052 - Cryogenic Technician II	30.78
30061 - Drafter/CAD Operator I	18.16
30062 - Drafter/CAD Operator II	20.31
30063 - Drafter/CAD Operator III	22.64
30064 - Drafter/CAD Operator IV	28.14
30081 - Engineering Technician I	15.89***
30082 - Engineering Technician II	17.85
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	30.25
30086 - Engineering Technician VI	36.61
30090 - Environmental Technician	23.64
30095 - Evidence Control Specialist	25.17
30210 - Laboratory Technician	22.64
30221 - Latent Fingerprint Technician I	27.87
30222 - Latent Fingerprint Technician II	30.78
30240 - Mathematical Technician	25.41
30361 - Paralegal/Legal Assistant I	20.44
30362 - Paralegal/Legal Assistant II	25.32
30363 - Paralegal/Legal Assistant III	30.98

30364 - Paralegal/Legal Assistant IV	37.48
30375 - Petroleum Supply Specialist	30.78
30390 - Photo-Optics Technician	25.19
30395 - Radiation Control Technician	30.78
30461 - Technical Writer I	26.05
30462 - Technical Writer II	31.87
30463 - Technical Writer III	38.56
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.87
30502 - Weather Forecaster II	33.90
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.64
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	10.63***
31030 - Bus Driver	16.15***
31043 - Driver Courier	16.61***
31260 - Parking and Lot Attendant	12.52***
31290 - Shuttle Bus Driver	16.49***
31310 - Taxi Driver	11.57***
31361 - Truckdriver, Light	18.34
31362 - Truckdriver, Medium	20.06
31363 - Truckdriver, Heavy	23.04
31364 - Truckdriver, Tractor-Trailer	23.04
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	12.18***
99050 - Desk Clerk	12.00***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	13.32***
99252 - Laboratory Animal Caretaker II	14.71***
99260 - Marketing Analyst	24.11
99310 - Mortician	27.37
99410 - Pest Controller	18.24
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	19.48
99711 - Recycling Specialist	24.38
99730 - Refuse Collector	18.38
99810 - Sales Clerk	13.78***
99820 - School Crossing Guard	13.72***
99830 - Survey Party Chief	30.10
99831 - Surveying Aide	20.84
99832 - Surveying Technician	24.60
99840 - Vending Machine Attendant	17.51
99841 - Vending Machine Repairer	22.40
99842 - Vending Machine Repairer Helper	17.51

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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