

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE HSCEDM-12-F-IG133	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 800000 000001	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW, [REDACTED] Washington, DC 20536	CODE	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW, [REDACTED] Washington, DC 20536	CODE ICE/DM/DC
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) CHIPPEWA COUNTY CORRECTIONAL FACILITY County Sheriff Robert Savoie 325 Court Street Sault Ste. Marie, MI. 49783		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB-3-H-0006 <input type="checkbox"/> 10B. DATED (SEE ITEM 11) 05/12/2012	
CODE:	FACILITY CODE:		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

☐ The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14

- ☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- ☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
- ☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- ☒ D. OTHER (Specify type of modification and authority)
Mutual Agreement of the Parties

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.

The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention.

Should there be a conflict with between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER

Robert J. Savoie, Sheriff

15B. CONTRACTOR/OFFEROR

[Signature]
(Signature of person authorized to sign)

15C. DATE

SIGNED

9/25/2012

16C. DATE

SIGNED

09 OCT 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 10/30/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHIPPEWA COUNTY OF 319 COURT STREET SAULT SAINTE MARIE MI 497832183		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3H0006	
				10B. DATED (SEE ITEM 13) 09/18/2013	
CODE 0861831750000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

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

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

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

DUNS Number: 086183175

The purpose of this administrative modification is to:

- 1) Incorporate new invoicing language;
- 2) Update the vendor information in Block 8 as follows:

From:

Chippewa County Correctional Facility
 County Sheriff
 Robert Savoie
 325 Court Street
 Sault Ste. Marie, MI 49783

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10.

15A. NAME AND TITLE OF SIGNER (Type or print)		[REDACTED]	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 10/31/13	
NSN 7540-01-152-8070 Previous edition unusable		6C. DATE SIGNED 10/30 (REV. 10-83) 243	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB3H0006/P00002

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NAME OF OFFEROR OR CONTRACTOR
CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>To: CHIPPEWA COUNTY OF 319 COURT STREET SAULT SAINTE MARIE MI 497832183</p> <p>All other terms and conditions remain unchanged.</p> <p>Replace Article XII, Enrollment, Invoicing and Payment, paragraph B - Invoicing, with the following:</p> <p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>Invoice.Consolidation@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO/DRO-FOD-FDT Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB3H0006/P00002

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NAME OF OFFEROR OR CONTRACTOR
CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>incurred costs, such as detention and/or transportation services with no defined minimum quantities, 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 submitted in .pdf format.</p> <p>(iii). Detention Services: (1) Bed day rate; (2) Residents/detainees check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Residents/detainees identification information</p> <p>(iv). Transportation Services: (1) The mileage rate being applied for that invoice. (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you 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, Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB3H0006/P00002

PAGE 5 OF 5

NAME OF OFFEROR OR CONTRACTOR
CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 individual's 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: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. 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. Use shredders when discarding paper documents containing Sensitive PII. 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>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov Exempt Action: Y</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 20536		CODE ICE/DCR		7. ADMINISTERED BY (If other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No street, county, State and ZIP Code) CHIPPEWA COUNTY OF 319 COURT STREET SAULT SAINTE MARIE MI 497832183		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB380006	
				10B. DATED (SEE ITEM 13) 09/18/2013	
CODE 0861831750000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of this 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					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X Bilateral Modification					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.)					
DUNS Number: 086183175					
COR: 313-446-					
Procurement POC: 313-446-					
The purpose of the following modification is to account for the Video Teleconference Equipment provided by ICE to be used as required for detainee hearings.					
ICE Furnished Property:					
A. ICE Property Furnished to the Service Provider: ICE may furnish Federal Government.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Robert Savarik, Sheriff		15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED 4/2/15	
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		16B. DATE SIGNED		16C. DATE SIGNED 4/7/15	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB3H0006/P00003PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all ICE furnished property.</p> <p>B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the Facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any ICE property immediately to ICE.</p> <p>VTC Services: ICE intends to furnish the service provider equipment required to conduct video teleconferences (VTC) for ICE detainee Court Hearings as Government Furnished Equipment (GFE). ICE will be responsible for all costs associated with maintaining and repairing the equipment, except for equipment repairs/replacement required as a result of service provider negligence; these costs will be paid by the service provider. The service provider shall contact the ICE COR prior to obtaining needed repairs or maintenance on GFE. ICE will be responsible for the costs of ancillary data services to provide VTC services for ICE detainees. The Service Provider shall include the monthly statement from the facilities data services company, showing the relevant charges incurred for those services, with their monthly invoices. Exempt Action: Y</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

1

12

P00004

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW [REDACTED]
WASHINGTON DC 20536

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, [REDACTED]
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CHIPPEWA COUNTY OF
319 COURT STREET
SAULT SAINTE MARIE MI 497832183

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
ACB3H0006

10B. DATED (SEE ITEM 13)

09/18/2013

CODE 0861831750000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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.)

DUNS Number: 086183175

COR: [REDACTED] 313-446-[REDACTED]

Procurement POC: [REDACTED] 313-446-[REDACTED]

The purpose of this modification is to add the current Department of Labor Wage Determination for Chippewa County, MI #2015-4871, revision number 2, dated 12/30/2016.
Exempt Action: Y

Period of Performance: 02/21/2003 to 02/20/2033

All other terms and conditions remain the same.

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

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

NSN 7540-01-152-8070

Previous edition unusable

Prescribed by GSA
FAR (48 CFR) 53.243

30 (REV. 10-83)

WD 15-4871 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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.: 2015-4871
Revision No.: 2
Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Michigan

Area: Michigan Counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.46
01012 - Accounting Clerk II		15.11
01013 - Accounting Clerk III		19.42
01020 - Administrative Assistant		21.53
01035 - Court Reporter		20.59
01041 - Customer Service Representative I		10.43
01042 - Customer Service Representative II		11.73
01043 - Customer Service Representative III		12.80
01051 - Data Entry Operator I		12.35
01052 - Data Entry Operator II		13.48
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		12.57
01090 - Duplicating Machine Operator		12.57
01111 - General Clerk I		12.12
01112 - General Clerk II		15.60
01113 - General Clerk III		17.71
01120 - Housing Referral Assistant		17.66
01141 - Messenger Courier		11.31
01191 - Order Clerk I		13.15
01192 - Order Clerk II		14.35
01261 - Personnel Assistant (Employment) I		15.30
01262 - Personnel Assistant (Employment) II		17.12
01263 - Personnel Assistant (Employment) III		19.08
01270 - Production Control Clerk		22.04
01290 - Rental Clerk		10.30
01300 - Scheduler, Maintenance		13.81
01311 - Secretary I		13.81

01312 - Secretary II	15.88
01313 - Secretary III	17.66
01320 - Service Order Dispatcher	15.54
01410 - Supply Technician	21.53
01420 - Survey Worker	15.22
01460 - Switchboard Operator/Receptionist	12.03
01531 - Travel Clerk I	13.41
01532 - Travel Clerk II	14.50
01533 - Travel Clerk III	15.69
01611 - Word Processor I	13.49
01612 - Word Processor II	15.32
01613 - Word Processor III	17.12
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.67
05010 - Automotive Electrician	19.04
05040 - Automotive Glass Installer	18.25
05070 - Automotive Worker	18.25
05110 - Mobile Equipment Servicer	16.89
05130 - Motor Equipment Metal Mechanic	20.06
05160 - Motor Equipment Metal Worker	18.25
05190 - Motor Vehicle Mechanic	20.06
05220 - Motor Vehicle Mechanic Helper	16.09
05250 - Motor Vehicle Upholstery Worker	17.67
05280 - Motor Vehicle Wrecker	18.25
05310 - Painter, Automotive	19.04
05340 - Radiator Repair Specialist	18.25
05370 - Tire Repairer	14.83
05400 - Transmission Repair Specialist	20.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.10
07041 - Cook I	13.02
07042 - Cook II	14.57
07070 - Dishwasher	10.61
07130 - Food Service Worker	10.61
07210 - Meat Cutter	15.51
07260 - Waiter/Waitress	11.21
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.46
09040 - Furniture Handler	16.12
09080 - Furniture Refinisher	21.46
09090 - Furniture Refinisher Helper	17.90
09110 - Furniture Repairer, Minor	19.68
09130 - Upholsterer	21.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	11.11
11090 - Gardener	14.77
11122 - Housekeeping Aide	11.11
11150 - Janitor	11.11
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	10.00
11260 - Pruner	12.00
11270 - Tractor Operator	13.94
11330 - Trail Maintenance Worker	12.59
11360 - Window Cleaner	11.84
12000 - Health Occupations	
12010 - Ambulance Driver	15.40
12011 - Breath Alcohol Technician	16.92
12012 - Certified Occupational Therapist Assistant	22.56
12015 - Certified Physical Therapist Assistant	22.30
12020 - Dental Assistant	18.02

12025 - Dental Hygienist	
12030 - EKG Technician	29.51
12035 - Electroneurodiagnostic Technologist	21.80
12040 - Emergency Medical Technician	21.80
12071 - Licensed Practical Nurse I	15.40
12072 - Licensed Practical Nurse II	15.13
12073 - Licensed Practical Nurse III	16.92
12100 - Medical Assistant	18.87
12130 - Medical Laboratory Technician	13.38
12160 - Medical Record Clerk	19.90
12190 - Medical Record Technician	14.05
12195 - Medical Transcriptionist	16.38
12210 - Nuclear Medicine Technologist	14.91
12221 - Nursing Assistant I	33.26
12222 - Nursing Assistant II	10.83
12223 - Nursing Assistant III	12.17
12224 - Nursing Assistant IV	13.28
12235 - Optical Dispenser	14.90
12236 - Optical Technician	14.98
12250 - Pharmacy Technician	15.13
12280 - Phlebotomist	13.56
12305 - Radiologic Technologist	14.90
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	21.64
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	26.47
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	32.02
12317 - Scheduler (Drug and Alcohol Testing)	38.37
12320 - Substance Abuse Treatment Counselor	19.96
13000 - Information And Arts Occupations	13.57
13011 - Exhibits Specialist I	
13012 - Exhibits Specialist II	17.97
13013 - Exhibits Specialist III	22.26
13041 - Illustrator I	27.23
13042 - Illustrator II	17.97
13043 - Illustrator III	22.26
13047 - Librarian	27.23
13050 - Library Aide/Clerk	24.66
13054 - Library Information Technology Systems Administrator	12.79
13058 - Library Technician	22.26
13061 - Media Specialist I	13.76
13062 - Media Specialist II	16.07
13063 - Media Specialist III	17.97
13071 - Photographer I	20.04
13072 - Photographer II	13.44
13073 - Photographer III	16.12
13074 - Photographer IV	19.97
13075 - Photographer V	24.42
13090 - Technical Order Library Clerk	29.60
13110 - Video Teleconference Technician	11.63
14000 - Information Technology Occupations	16.07
14041 - Computer Operator I	
14042 - Computer Operator II	14.47
14043 - Computer Operator III	16.20
14044 - Computer Operator IV	18.05
14045 - Computer Operator V	20.05
14071 - Computer Programmer I	22.21
14072 - Computer Programmer II	20.85
14073 - Computer Programmer III	25.83

(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I		25.19
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.47
14160 - Personal Computer Support Technician		20.05
14170 - System Support Specialist		25.06
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		25.19
15020 - Aircrew Training Devices Instructor (Rated)		30.48
15030 - Air Crew Training Devices Instructor (Pilot)		36.53
15050 - Computer Based Training Specialist / Instructor		25.19
15060 - Educational Technologist		27.33
15070 - Flight Instructor (Pilot)		36.53
15080 - Graphic Artist		22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		35.32
15086 - Maintenance Test Pilot, Rotary Wing		35.32
15088 - Non-Maintenance Test/Co-Pilot		35.32
15090 - Technical Instructor		18.66
15095 - Technical Instructor/Course Developer		22.83
15110 - Test Proctor		15.69
15120 - Tutor		15.69
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.86
16030 - Counter Attendant		10.86
16040 - Dry Cleaner		13.34
16070 - Finisher, Flatwork, Machine		10.86
16090 - Presser, Hand		10.86
16110 - Presser, Machine, Drycleaning		10.86
16130 - Presser, Machine, Shirts		10.86
16160 - Presser, Machine, Wearing Apparel, Laundry		10.86
16190 - Sewing Machine Operator		14.52
16220 - Tailor		15.65
16250 - Washer, Machine		12.04
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.57
19040 - Tool And Die Maker		26.00
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.67
21030 - Material Coordinator		22.04
21040 - Material Expediter		22.04
21050 - Material Handling Laborer		12.65
21071 - Order Filler		12.79
21080 - Production Line Worker (Food Processing)		19.67
21110 - Shipping Packer		15.30
21130 - Shipping/Receiving Clerk		15.30
21140 - Store Worker I		14.87
21150 - Stock Clerk		18.00
21210 - Tools And Parts Attendant		19.67
21410 - Warehouse Specialist		19.67
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.58
23019 - Aircraft Logs and Records Technician		19.87
23021 - Aircraft Mechanic I		22.66
23022 - Aircraft Mechanic II		23.58
23023 - Aircraft Mechanic III		24.53
23040 - Aircraft Mechanic Helper		18.04
23050 - Aircraft, Painter		21.75
23060 - Aircraft Servicer		19.87
23070 - Aircraft Survival Flight Equipment Technician		21.75
23080 - Aircraft Worker		20.80

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.80
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.66
23110 - Appliance Mechanic	20.28
23120 - Bicycle Repairer	14.83
23125 - Cable Splicer	27.17
23130 - Carpenter, Maintenance	20.52
23140 - Carpet Layer	19.64
23160 - Electrician, Maintenance	25.00
23181 - Electronics Technician Maintenance I	24.11
23182 - Electronics Technician Maintenance II	25.19
23183 - Electronics Technician Maintenance III	26.26
23260 - Fabric Worker	18.82
23290 - Fire Alarm System Mechanic	21.52
23310 - Fire Extinguisher Repairer	17.90
23311 - Fuel Distribution System Mechanic	24.22
23312 - Fuel Distribution System Operator	20.21
23370 - General Maintenance Worker	18.94
23380 - Ground Support Equipment Mechanic	22.66
23381 - Ground Support Equipment Servicer	19.87
23382 - Ground Support Equipment Worker	20.80
23391 - Gunsmith I	17.90
23392 - Gunsmith II	19.77
23393 - Gunsmith III	21.52
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.59
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.50
23430 - Heavy Equipment Mechanic	20.62
23440 - Heavy Equipment Operator	21.48
23460 - Instrument Mechanic	21.52
23465 - Laboratory/Shelter Mechanic	20.65
23470 - Laborer	12.65
23510 - Locksmith	20.65
23530 - Machinery Maintenance Mechanic	23.53
23550 - Machinist, Maintenance	19.21
23580 - Maintenance Trades Helper	16.09
23591 - Metrology Technician I	21.52
23592 - Metrology Technician II	22.40
23593 - Metrology Technician III	23.29
23640 - Millwright	27.14
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	19.04
23790 - Pipefitter, Maintenance	23.83
23810 - Plumber, Maintenance	22.87
23820 - Pneudraulic Systems Mechanic	21.52
23850 - Rigger	21.52
23870 - Scale Mechanic	19.77
23890 - Sheet-Metal Worker, Maintenance	24.61
23910 - Small Engine Mechanic	18.25
23931 - Telecommunications Mechanic I	24.42
23932 - Telecommunications Mechanic II	25.41
23950 - Telephone Lineman	21.52
23960 - Welder, Combination, Maintenance	19.62
23965 - Well Driller	25.92
23970 - Woodcraft Worker	21.52
23980 - Woodworker	17.90
24000 - Personal Needs Occupations	
24550 - Case Manager	13.86
24570 - Child Care Attendant	10.58

24580 - Child Care Center Clerk	
24610 - Chore Aide	13.20
24620 - Family Readiness And Support Services Coordinator	11.00
24630 - Homemaker	13.86
25000 - Plant And System Operations Occupations	14.66
25010 - Boiler Tender	
25040 - Sewage Plant Operator	24.46
25070 - Stationary Engineer	23.47
25190 - Ventilation Equipment Tender	24.46
25210 - Water Treatment Plant Operator	19.48
27000 - Protective Service Occupations	23.03
27004 - Alarm Monitor	
27007 - Baggage Inspector	17.35
27008 - Corrections Officer	11.56
27010 - Court Security Officer	23.02
27030 - Detection Dog Handler	21.23
27040 - Detention Officer	13.92
27070 - Firefighter	23.02
27101 - Guard I	17.11
27102 - Guard II	11.56
27131 - Police Officer I	13.92
27132 - Police Officer II	22.63
28000 - Recreation Occupations	25.14
28041 - Carnival Equipment Operator	
28042 - Carnival Equipment Repairer	12.41
28043 - Carnival Worker	13.02
28210 - Gate Attendant/Gate Tender	10.61
28310 - Lifeguard	14.57
28350 - Park Attendant (Aide)	12.11
28510 - Recreation Aide/Health Facility Attendant	16.31
28515 - Recreation Specialist	11.90
28630 - Sports Official	16.08
28690 - Swimming Pool Operator	12.98
29000 - Stevedoring/Longshoremen Occupational Services	17.06
29010 - Blocker And Bracer	
29020 - Hatch Tender	23.38
29030 - Line Handler	23.38
29041 - Stevedore I	23.38
29042 - Stevedore II	22.27
30000 - Technical Occupations	24.42
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.96
30022 - Archeological Technician II	18.97
30023 - Archeological Technician III	22.72
30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	24.48
30051 - Cryogenic Technician I	21.54
30052 - Cryogenic Technician II	23.79
30061 - Drafter/CAD Operator I	16.96
30062 - Drafter/CAD Operator II	18.97
30063 - Drafter/CAD Operator III	21.16
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	17.07
30082 - Engineering Technician II	19.16
30083 - Engineering Technician III	21.43
30084 - Engineering Technician IV	26.56
30085 - Engineering Technician V	32.49
30086 - Engineering Technician VI	39.30

30090 - Environmental Technician	21.85
30095 - Evidence Control Specialist	19.45
30210 - Laboratory Technician	19.75
30221 - Latent Fingerprint Technician I	21.54
30222 - Latent Fingerprint Technician II	23.79
30240 - Mathematical Technician	23.02
30361 - Paralegal/Legal Assistant I	15.59
30362 - Paralegal/Legal Assistant II	19.31
30363 - Paralegal/Legal Assistant III	23.62
30364 - Paralegal/Legal Assistant IV	28.58
30375 - Petroleum Supply Specialist	23.79
30390 - Photo-Optics Technician	23.50
30395 - Radiation Control Technician	23.79
30461 - Technical Writer I	23.02
30462 - Technical Writer II	27.49
30463 - Technical Writer III	34.07
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.54
30502 - Weather Forecaster II	26.20
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.16
30621 - Weather Observer, Senior	(see 2) 23.50
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.35
31030 - Bus Driver	12.98
31043 - Driver Courier	13.76
31260 - Parking and Lot Attendant	10.39
31290 - Shuttle Bus Driver	14.51
31310 - Taxi Driver	10.37
31361 - Truckdriver, Light	14.51
31362 - Truckdriver, Medium	16.34
31363 - Truckdriver, Heavy	17.22
31364 - Truckdriver, Tractor-Trailer	17.22
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.61
99050 - Desk Clerk	10.56
99095 - Embalmer	24.42
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.81
99252 - Laboratory Animal Caretaker II	12.41
99260 - Marketing Analyst	23.70
99310 - Mortician	24.42
99410 - Pest Controller	21.20
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	17.29
99711 - Recycling Specialist	21.42
99730 - Refuse Collector	17.76
99810 - Sales Clerk	10.46
99820 - School Crossing Guard	10.61
99830 - Survey Party Chief	20.25
99831 - Surveying Aide	12.04
99832 - Surveying Technician	18.42
99840 - Vending Machine Attendant	13.65
99841 - Vending Machine Repairer	15.79
99842 - Vending Machine Repairer Helper	13.65

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: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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 2014, 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)).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) CHIPPEWA COUNTY OF 319 COURT STREET SAULT SAINTE MARIE MI 497832183		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3H0006	
		10B. DATED (SEE ITEM 13) 09/18/2013	
CODE 0861831750000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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) in accordance with the agreement

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.)

DUNS Number: 086183175

COR: 313-446-

Procurement POC: 313-446-

The purpose of this modification is to add the following language to the 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.

Exempt Action: Y Sensitive Award: SPII

Period of Performance: 02/21/2003 to 02/20/2033

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 9 B, as best known to the Contractor, shall apply to this modification.

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael D Bitnar

15B. CONTRACTOR OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

6-5-17

DATE SIGNED

6/5/17

(REV. 10-83)

NSN 7540-01-152-8070

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FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/DCR	
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHIPPEWA COUNTY OF 319 COURT STREET SAULT STE MARIE MI 497832183		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0861831750000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3H0006		10B. DATED (SEE ITEM 13) 09/18/2013	

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

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.)

DUNS Number: 086183175

Contracting Officer's Representative: [REDACTED] 313-446-[REDACTED]

ACOR: [REDACTED] 313-446-[REDACTED]

Contracting Officer: [REDACTED] 202-732-[REDACTED]

Contract Specialist: [REDACTED] 313-446-[REDACTED]

The purpose of this modification is to incorporate the following waivers to the 2000 National Detention Standards (NDS) as approved by ICE ERO Detention Management Division.

1. A waiver for Chippewa County Correctional Facility Standard section (III)(A)(2) to allow the security officer to continue with the preventative maintenance of the facility and 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		16C. DATE SIGNED	
15C. DATE SIGNED		16B. DATE SIGNED	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB3H0006/P00006PAGE OF
2 7NAME OF OFFEROR OR CONTRACTOR
CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>continue with the current procedure of an outside contractor repairing all locks with malfunctions. It is also important to note that if there is a locking mechanism that cannot be repaired by the described procedure. Chippewa County Correctional Facility will always utilize an approved certified locksmith that is contracted with the city of Sault Saint Marie for such incidents.</p> <p>2. A waiver for Chippewa County Jail under NDS Medical Care Standard Section III (E) and allow RN's to conduct initial dental screenings if no dentist is on site. This waiver was concurred by IHSC on 2/8/18.</p> <p>3. A waiver for the Chippewa County Correctional Facility for the National Detention Standard (NDS), Section P, 1-4, Barbershop, do to the Chippewa County Correctional Facility being unable to provide for a designated barbershop room within the jail. facility. The jail does provide barber services in a sanitary manner that complies with the sanitation standards portion of NDS standard P-4. The jail will provide a barber cart to the barber for counter space. The barber does bring in appropriate sanitation and cleaning solution.</p> <p>Period of Performance: 02/21/2003 to 02/20/2033 All other terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 18
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHIPPEWA COUNTY OF 319 COURT STREET SAULT SAINTE MARIE MI 497832183		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3H0006	
		10B. DATED (SEE ITEM 13) 09/18/2013	
CODE 0861831750000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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.)

DUNS Number: 086183175

Contracting Officer's Representative:

313-446-[REDACTED]

Alternate Contracting Officer Representative:

313-446-[REDACTED]

Contracting Officer:

202-732-[REDACTED]

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) Michael D. Bitnar Sheriff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15B. CONTRACTOR/OFFEROR [Signature] (Signature of person authorized to sign)	15C. DATE SIGNED 1-6-2020

NAME OF OFFEROR OR CONTRACTOR
CHIPPewa COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>Contract Specialist:</div> <div>B13-446-</div> <p>The purpose of this modification is to incorporate Wage Determination Number 2015-4871, Revision 11, Dated July 16, 2019 into agreement ACB-3-H-0006 with Chippewa County, MI. Period of Performance: 02/21/2003 to 02/20/2033 All other terms and conditions remain the same.</p>				

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4871

Daniel W. Simms Division of | Revision No.: 11

Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Michigan

Area: Michigan Counties of Alger Baraga Chippewa Delta Dickinson Gogebic
Houghton Iron Keweenaw Luce Mackinac Marquette Menominee Ontonagon
Schoolcraft

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.90
01012 - Accounting Clerk II		15.60
01013 - Accounting Clerk III		19.42

01020 - Administrative Assistant	23.77
01035 - Court Reporter	20.59
01041 - Customer Service Representative I	12.48
01042 - Customer Service Representative II	14.02
01043 - Customer Service Representative III	15.30
01051 - Data Entry Operator I	15.58
01052 - Data Entry Operator II	17.00
01060 - Dispatcher Motor Vehicle	18.17
01070 - Document Preparation Clerk	13.79
01090 - Duplicating Machine Operator	13.79
01111 - General Clerk I	12.42
01112 - General Clerk II	15.60
01113 - General Clerk III	17.71
01120 - Housing Referral Assistant	19.30
01141 - Messenger Courier	11.81
01191 - Order Clerk I	14.47
01192 - Order Clerk II	15.78
01261 - Personnel Assistant (Employment) I	15.79
01262 - Personnel Assistant (Employment) II	17.67
01263 - Personnel Assistant (Employment) III	19.69
01270 - Production Control Clerk	26.54
01290 - Rental Clerk	10.58
01300 - Scheduler Maintenance	15.48
01311 - Secretary I	15.48
01312 - Secretary II	17.32
01313 - Secretary III	19.30
01320 - Service Order Dispatcher	16.24
01410 - Supply Technician	23.77
01420 - Survey Worker	17.19
01460 - Switchboard Operator/Receptionist	13.82
01531 - Travel Clerk I	13.41
01532 - Travel Clerk II	14.50
01533 - Travel Clerk III	15.69
01611 - Word Processor I	13.79
01612 - Word Processor II	15.48
01613 - Word Processor III	17.32
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.67
05010 - Automotive Electrician	19.04
05040 - Automotive Glass Installer	18.25
05070 - Automotive Worker	18.25
05110 - Mobile Equipment Servicer	16.89
05130 - Motor Equipment Metal Mechanic	20.06
05160 - Motor Equipment Metal Worker	18.25
05190 - Motor Vehicle Mechanic	20.06

05220 - Motor Vehicle Mechanic Helper	16.09
05250 - Motor Vehicle Upholstery Worker	17.67
05280 - Motor Vehicle Wrecker	18.25
05310 - Painter Automotive	19.04
05340 - Radiator Repair Specialist	18.25
05370 - Tire Repairer	16.31
05400 - Transmission Repair Specialist	20.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.10
07041 - Cook I	13.02
07042 - Cook II	14.57
07070 - Dishwasher	10.61
07130 - Food Service Worker	10.88
07210 - Meat Cutter	15.51
07260 - Waiter/Waitress	11.21
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.61
09040 - Furniture Handler	17.73
09080 - Furniture Refinisher	23.61
09090 - Furniture Refinisher Helper	19.69
09110 - Furniture Repairer Minor	21.65
09130 - Upholsterer	23.61
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.40
11060 - Elevator Operator	12.08
11090 - Gardener	14.77
11122 - Housekeeping Aide	12.08
11150 - Janitor	12.08
11210 - Laborer Grounds Maintenance	12.59
11240 - Maid or Houseman	11.00
11260 - Pruner	12.00
11270 - Tractor Operator	13.94
11330 - Trail Maintenance Worker	12.59
11360 - Window Cleaner	12.88
12000 - Health Occupations	
12010 - Ambulance Driver	15.47
12011 - Breath Alcohol Technician	18.27
12012 - Certified Occupational Therapist Assistant	28.21
12015 - Certified Physical Therapist Assistant	23.74
12020 - Dental Assistant	18.21
12025 - Dental Hygienist	32.23
12030 - EKG Technician	23.98
12035 - Electroneurodiagnostic Technologist	23.98
12040 - Emergency Medical Technician	15.47
12071 - Licensed Practical Nurse I	16.33

12072 - Licensed Practical Nurse II	18.27
12073 - Licensed Practical Nurse III	20.36
12100 - Medical Assistant	14.28
12130 - Medical Laboratory Technician	22.39
12160 - Medical Record Clerk	15.81
12190 - Medical Record Technician	17.69
12195 - Medical Transcriptionist	16.70
12210 - Nuclear Medicine Technologist	40.14
12221 - Nursing Assistant I	11.64
12222 - Nursing Assistant II	13.09
12223 - Nursing Assistant III	14.28
12224 - Nursing Assistant IV	16.03
12235 - Optical Dispenser	16.65
12236 - Optical Technician	16.33
12250 - Pharmacy Technician	15.42
12280 - Phlebotomist	15.03
12305 - Radiologic Technologist	26.32
12311 - Registered Nurse I	23.88
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II Specialist	29.21
12314 - Registered Nurse III	35.34
12315 - Registered Nurse III Anesthetist	35.34
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	22.63
12320 - Substance Abuse Treatment Counselor	18.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.97
13012 - Exhibits Specialist II	22.26
13013 - Exhibits Specialist III	27.23
13041 - Illustrator I	17.97
13042 - Illustrator II	22.26
13043 - Illustrator III	27.23
13047 - Librarian	24.66
13050 - Library Aide/Clerk	14.34
13054 - Library Information Technology Systems Administrator	22.26
13058 - Library Technician	16.65
13061 - Media Specialist I	16.07
13062 - Media Specialist II	17.97
13063 - Media Specialist III	20.04
13071 - Photographer I	14.63
13072 - Photographer II	16.37
13073 - Photographer III	20.27
13074 - Photographer IV	24.80
13075 - Photographer V	30.00

13090 - Technical Order Library Clerk	14.34
13110 - Video Teleconference Technician	16.07
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.47
14042 - Computer Operator II	16.20
14043 - Computer Operator III	18.05
14044 - Computer Operator IV	20.05
14045 - Computer Operator V	22.21
14071 - Computer Programmer I	20.85
14072 - Computer Programmer II	25.83
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.47
14160 - Personal Computer Support Technician	20.05
14170 - System Support Specialist	25.06
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.00
15020 - Aircrew Training Devices Instructor (Rated)	33.87
15030 - Air Crew Training Devices Instructor (Pilot)	40.60
15050 - Computer Based Training Specialist / Instructor	28.00
15060 - Educational Technologist	27.33
15070 - Flight Instructor (Pilot)	40.60
15080 - Graphic Artist	22.64
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.60
15086 - Maintenance Test Pilot Rotary Wing	40.60
15088 - Non-Maintenance Test/Co-Pilot	40.60
15090 - Technical Instructor	19.11
15095 - Technical Instructor/Course Developer	23.38
15110 - Test Proctor	15.69
15120 - Tutor	15.69
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.23
16030 - Counter Attendant	13.23
16040 - Dry Cleaner	15.11
16070 - Finisher Flatwork Machine	13.23
16090 - Presser Hand	13.23
16110 - Presser Machine Drycleaning	13.23
16130 - Presser Machine Shirts	13.23
16160 - Presser Machine Wearing Apparel Laundry	13.23
16190 - Sewing Machine Operator	15.97
16220 - Tailor	17.22
16250 - Washer Machine	13.86

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.07
19040 - Tool And Die Maker	29.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.26
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	12.79
21080 - Production Line Worker (Food Processing)	22.26
21110 - Shipping Packer	15.30
21130 - Shipping/Receiving Clerk	15.30
21140 - Store Worker I	15.64
21150 - Stock Clerk	18.92
21210 - Tools And Parts Attendant	22.26
21410 - Warehouse Specialist	22.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.64
23019 - Aircraft Logs and Records Technician	22.39
23021 - Aircraft Mechanic I	25.59
23022 - Aircraft Mechanic II	26.64
23023 - Aircraft Mechanic III	27.71
23040 - Aircraft Mechanic Helper	20.13
23050 - Aircraft Painter	24.55
23060 - Aircraft Servicer	22.39
23070 - Aircraft Survival Flight Equipment Technician	24.55
23080 - Aircraft Worker	23.52
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.52
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.59
23110 - Appliance Mechanic	23.98
23120 - Bicycle Repairer	14.83
23125 - Cable Splicer	32.88
23130 - Carpenter Maintenance	20.52
23140 - Carpet Layer	22.96
23160 - Electrician Maintenance	29.50
23181 - Electronics Technician Maintenance I	32.09
23182 - Electronics Technician Maintenance II	33.53
23183 - Electronics Technician Maintenance III	34.96
23260 - Fabric Worker	21.86
23290 - Fire Alarm System Mechanic	24.99
23310 - Fire Extinguisher Repairer	20.80
23311 - Fuel Distribution System Mechanic	26.64
23312 - Fuel Distribution System Operator	22.23

23370 - General Maintenance Worker	18.94
23380 - Ground Support Equipment Mechanic	25.59
23381 - Ground Support Equipment Servicer	22.39
23382 - Ground Support Equipment Worker	23.52
23391 - Gunsmith I	20.80
23392 - Gunsmith II	22.96
23393 - Gunsmith III	24.99
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.12
23430 - Heavy Equipment Mechanic	23.30
23440 - Heavy Equipment Operator	23.66
23460 - Instrument Mechanic	24.99
23465 - Laboratory/Shelter Mechanic	23.98
23470 - Laborer	12.65
23510 - Locksmith	23.98
23530 - Machinery Maintenance Mechanic	25.88
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	16.09
23591 - Metrology Technician I	24.99
23592 - Metrology Technician II	26.02
23593 - Metrology Technician III	27.06
23640 - Millwright	27.14
23710 - Office Appliance Repairer	21.44
23760 - Painter Maintenance	19.04
23790 - Pipefitter Maintenance	27.51
23810 - Plumber Maintenance	26.40
23820 - Pneudraulic Systems Mechanic	24.99
23850 - Rigger	24.99
23870 - Scale Mechanic	22.96
23890 - Sheet-Metal Worker Maintenance	24.99
23910 - Small Engine Mechanic	18.25
23931 - Telecommunications Mechanic I	24.59
23932 - Telecommunications Mechanic II	25.61
23950 - Telephone Lineman	24.99
23960 - Welder Combination Maintenance	19.62
23965 - Well Driller	25.92
23970 - Woodcraft Worker	24.99
23980 - Woodworker	20.80
24000 - Personal Needs Occupations	
24550 - Case Manager	13.86
24570 - Child Care Attendant	10.70
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	11.11

24620 - Family Readiness And Support Services Coordinator	13.86
24630 - Homemaker	14.66
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.82
25040 - Sewage Plant Operator	23.47
25070 - Stationary Engineer	30.82
25190 - Ventilation Equipment Tender	24.17
25210 - Water Treatment Plant Operator	23.03
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	11.57
27008 - Corrections Officer	27.08
27010 - Court Security Officer	21.23
27030 - Detection Dog Handler	13.92
27040 - Detention Officer	27.08
27070 - Firefighter	17.11
27101 - Guard I	11.57
27102 - Guard II	13.92
27131 - Police Officer I	22.63
27132 - Police Officer II	25.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.32
28043 - Carnival Worker	11.67
28210 - Gate Attendant/Gate Tender	15.51
28310 - Lifeguard	13.32
28350 - Park Attendant (Aide)	17.35
28510 - Recreation Aide/Health Facility Attendant	12.66
28515 - Recreation Specialist	21.41
28630 - Sports Official	13.81
28690 - Swimming Pool Operator	17.06
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.38
29020 - Hatch Tender	23.38
29030 - Line Handler	23.38
29041 - Stevedore I	22.27
29042 - Stevedore II	24.42
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	16.96
30022 - Archeological Technician II	18.97
30023 - Archeological Technician III	22.72

30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	26.72
30051 - Cryogenic Technician I	24.98
30052 - Cryogenic Technician II	27.15
30061 - Drafter/CAD Operator I	16.96
30062 - Drafter/CAD Operator II	18.97
30063 - Drafter/CAD Operator III	21.16
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	17.07
30082 - Engineering Technician II	19.16
30083 - Engineering Technician III	21.43
30084 - Engineering Technician IV	26.56
30085 - Engineering Technician V	32.49
30086 - Engineering Technician VI	39.30
30090 - Environmental Technician	24.04
30095 - Evidence Control Specialist	22.19
30210 - Laboratory Technician	21.16
30221 - Latent Fingerprint Technician I	24.98
30222 - Latent Fingerprint Technician II	27.15
30240 - Mathematical Technician	23.02
30361 - Paralegal/Legal Assistant I	17.99
30362 - Paralegal/Legal Assistant II	22.28
30363 - Paralegal/Legal Assistant III	27.26
30364 - Paralegal/Legal Assistant IV	32.97
30375 - Petroleum Supply Specialist	27.15
30390 - Photo-Optics Technician	23.50
30395 - Radiation Control Technician	27.15
30461 - Technical Writer I	23.02
30462 - Technical Writer II	27.59
30463 - Technical Writer III	34.07
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	24.98
30502 - Weather Forecaster II	29.89
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 21.16
30621 - Weather Observer Senior	(see 2) 23.50
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	10.38
31030 - Bus Driver	13.16
31043 - Driver Courier	13.76

31260 - Parking and Lot Attendant	10.39
31290 - Shuttle Bus Driver	14.51
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	14.51
31362 - Truckdriver Medium	16.34
31363 - Truckdriver Heavy	17.22
31364 - Truckdriver Tractor-Trailer	17.22
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.67
99050 - Desk Clerk	10.56
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	11.83
99252 - Laboratory Animal Caretaker II	12.56
99260 - Marketing Analyst	23.70
99310 - Mortician	24.65
99410 - Pest Controller	22.62
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	18.38
99711 - Recycling Specialist	21.42
99730 - Refuse Collector	17.76
99810 - Sales Clerk	10.98
99820 - School Crossing Guard	11.84
99830 - Survey Party Chief	20.56
99831 - Surveying Aide	12.22
99832 - Surveying Technician	18.70
99840 - Vending Machine Attendant	15.02
99841 - Vending Machine Repairer	17.37
99842 - Vending Machine Repairer Helper	15.02

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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

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

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

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

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

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

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

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

(3) The design documentation testing creation or modification of computer

programs related to machine operating systems; or

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR	
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHIPPEWA COUNTY OF 319 COURT STREET SAULT SAINTE MARIE MI 497832183		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3H0006	
				10B. DATED (SEE ITEM 13) 09/18/2013	
CODE 0861831750000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X In accordance with the agreement					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 086183175					

Contracting Officer's Representative (COR):

(313) 446-[REDACTED]

Contracting Officer (CO):

(202) 732-[REDACTED]

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)

Michael D Bitnar Sheriff

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

3-27-2020

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB3H0006/P00008PAGE OF
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CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist (CS): [REDACTED] (202) 732-[REDACTED] [REDACTED]</p> <p>---</p> <p>The purpose of this no cost modification is as follows:</p> <p>1)Change the standards from NDS 2000 to NDS 2019. https://www.ice.gov/detention standards/2019 2)Incorporate the Robotics Process Automation (RPA) 3)Incorporate the Bed Space Tracking Initiative (BSTI)</p> <p>The bed rate and the transportation mileage are increased as follows:</p> <p>1)Detainee daily rate of [REDACTED] day effective 4/1/2020. The rate is to remain at [REDACTED] for at least 36 months from the effective date and, 2)Transportation mileage reimbursement rate of [REDACTED]/mile effective 4/1/2020.</p> <p>Robotics Process Automation (RPA) Contract Requirement:</p> <p>The Detention Facility Robotics Process Automation (RPA) process requires that bed space and transportation invoice costs and supporting documentation be recorded utilizing the Detention-Transportation Invoice Template (attached) and that all Templates must be submitted to both the ERO Field Office Contract Officer Representative (COR) and the ERO RPA Team Mailbox along with the monthly invoices. This invoice template should be completed in its entirety in the established format (template included in this modification) to include, but not limited to, the following: (1) Vendor Reference information including Bed Space Rate Breakdown, Invoice Date Range, Transportation Cost Breakdown; (2) Bed Space data including Detainee Names and corresponding Alien Numbers (A#); (3) Detainees Transported data including: Detainee Names, corresponding Alien Numbers, Category and Mission #, Mission Data including Mandatory Fields and Additional Mission Expenses corresponding to GSA and contract rates, as Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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CHIPPEWA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>applicable and allowed. Invoice updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.</p> <p>Bed Space Tracking Initiative (BSTI) Contract Requirement:</p> <p>The Custody Management - ServiceNow platform portal (Custody SNOW) is a consolidated portal that will enable ICE to meet detention facility reporting requirements. Effective March 01, 2020, detention facilities are required to complete the attached template and submit it once daily on weekdays via e-mail to BSTI@ice.dhs.gov. In the future, the data platform may include, but not limited to, the Bed Space Tracking Initiative (BSTI), Segregation Management Reporting System (SMRS), Prison Rape Elimination Act (PREA) and Sexual Abuse and Assault Prevention and Intervention (SAAPI) compliance, national detention standards compliance, as well as other detention-related compliance and initiative reports being developed by ICE. Applicable submission forms and reporting templates will be made available to the detention facilities via email, the Custody SNOW portal or other electronically transmitted medium of the governments choice. Data input may be required on an as-required basis, such as, per incident or an established reporting time of day requirement, based on the specific subject, and as required under applicable Federal law, ICE policies, and/or program procedures. The Government reserves the right to update the Custody SNOW portal and associated forms, user access, and submission process for uploading the required data to correct issues, expand capabilities, and improve performance of the system.</p> <p>Attachments:</p> <ul style="list-style-type: none"> •RPA Detention-Transportation Invoice Template •ICE BSTI Email Submission Form <p>---</p> <p>Continued ...</p>				

CONTINUATION SHEET

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 02/21/2003 to 02/20/2033 All other terms and conditions remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE See Block 16C		5. PROJECT NO. (If applicable)	
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536		7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536		7. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHIPPEWA COUNTY OF 319 COURT STREET SAULT SAINTE MARIE MI 497832183		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0861831750000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3H0006	
				10B. DATED (SEE ITEM 13) 09/18/2013	

CONTINUATION SHEET

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div></div> <p>---</p> <p>The purpose of this modification is to incorporate Attachment 1 - Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.</p> <p>---</p> <p>Period of Performance: 02/21/2003 to 02/20/2033 All other terms and conditions remain unchanged.</p>				

United States Department of Justice
Immigration & Naturalization Service

Intergovernmental Service Agreement for Housing Federal Detainees

1. Agreement Number ACB-3-H-0006	2. Effective as of date in block 11	3. Requisition Number (If applicable)
4. Issuing INS Office Address: Immigration & Naturalization Service 70 Kimball Avenue South Burlington, VT 05403-6813 Contact Person: [REDACTED] Contract Specialist Phone: (802) 872-[REDACTED]	5. City/County/State Government: Chippewa County Correctional Facility 325 Court Street Sault Ste. Marie, MI 49783 Contact Person: Sheriff Jeffrey L. Moran Phone: (906) 635-[REDACTED]	
6. Services Covered by this Agreement: Housing, security, subsistence, clothing and medical care of persons detained by the U.S. Immigration & Naturalization Service in accordance with the terms and conditions set forth herein.	7. Detainee Day Rate: [REDACTED] 8. Transportation Custody Officer Hourly Rate (Regular): [REDACTED] Custody Officer Hourly Rate (Overtime): [REDACTED] Mileage @ [REDACTED] This is a fixed rate agreement. Any adjustments shall be made in accordance with Article XI of this agreement.	
9. Type of Detainee: <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female		
10. City/County or State Government Certification: [REDACTED] and belief, data submitted in support of this agreement is true and correct; this agreement governing body of the city/county or state government identified in block 5 above. The identified shall comply with all provisions set forth herein. [REDACTED] _____ 2-14-03 _____ [REDACTED] (Signature) (Date) (Name & Title typed or printed) [REDACTED] _____ 2-14-03 _____ Jeffrey L. Moran (Signature) (Date) (Name & Title typed or printed) _____ (Signature) (Date) (Name & Title typed or printed) _____ (Signature) (Date) (Name & Title typed or printed) (For additional signatures, please attach another page.)		
11. This agreement is hereby approved and accepted for THE UNITED STATES OF AMERICA, by direction of the COMMISSIONER OF THE IMMIGRATION & NATURALIZATION SERVICE. [REDACTED] _____ 2/21/03 _____ [REDACTED] (Date) (Name typed or printed)		

Department of Justice
Immigration and Naturalization Service
Intergovernmental Service Agreement for Housing Federal Detainees

Article I. Purpose

A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between the Immigration and Naturalization Service (INS), a component of the Department of Justice, and a state or local government agency (*Service Provider*) for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. The term "Parties" is used in this Agreement to refer jointly to INS and the Service Provider. All persons in the custody of the INS will be referred to as "Administrative Detainee". This term recognizes that INS detainees are not charged with criminal violations and only held in custody to assure their presence throughout the administrative hearing process, and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.

B. Responsibilities. This Agreement sets forth the responsibilities of INS and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from INS at the prescribed rate.

C. Guidance. The Parties will base the detainee day rate on the cost principals of OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments and the INS Jail Services Cost Statement submitted by the Service Provider. However, once established, the detainee day rate is a fixed rate, not subject to re-determination, until and unless adjusted via formal modification in accordance with Article XI of this agreement.

Article II. General

A. Funding. The obligation of INS to make payments to the Service Provider is contingent upon the availability of Federal funds. The INS will, however, neither present detainees to the Service Provider nor direct performance of any other services until the INS has the appropriate funding.

B. Subcontractors. The Service Provider shall notify and obtain approval from the INS if it intends to house INS detainees in a facility other than that specified on the cover page of this document. If either that facility, or any future one, is operated by an entity other than the Service Provider, INS shall treat that entity as a subcontractor to the Service Provider. The Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide INS with copies of all subcontracts in existence during any part of the term of this Agreement. The INS will not either accept invoices from, or make payments to, a subcontractor.

C. Consistent with law. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

Department of Justice
Immigration and Naturalization Service
Intergovernmental Service Agreement for Housing Federal Detainees

Article III. Covered Services

A. Bed space. The Service Provider shall provide male/female beds on a space available basis. The Service Provider shall house all detainees as determined within the classification system. The INS will be financially liable only for the actual detainee days as defined in Paragraph C. of this Article.

B. Basic needs. The Service Provider shall provide adult INS detainees (gender as specified in Paragraph A. of this Article) with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. If the Service Provider determines that INS has delivered a person for custody who is under the age of 18, the Service Provider shall not house that person with adult detainees, and shall notify the INS immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.

C. Unit of service and financial liability. The unit of service will be a "detainee day" (one person per day). The detainee day begins on the date of arrival. The Service Provider may bill INS for the date of arrival but not the date of departure. For example: If a detainee is brought in at 1900 Sunday and is released at 0700 on Monday, the Service Provider may bill for 1 detainee day. If a detainee is brought in at 0100, Sunday and is released at 2359 Monday, the Service Provider may bill for only 1 detainee day. The INS shall be responsible to pay for only those beds actually occupied.

D. Interpretive services. The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. The INS will reimburse the Service Provider for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally (in English or the detainee's native language as appropriate) to detainees who cannot read. The Service Provider shall include the amount that the Service Provider paid for such services on their regular monthly invoice. The Service Provider shall not use detainees for translation services, except in emergency situations. If the Service Provider uses a detainee for translation service, it shall notify INS within 24 hours.

Department of Justice
Immigration and Naturalization Service
Intergovernmental Service Agreement for Housing Federal Detainees

E. Escort and Transportation services. The Service Provider will provide, upon request and as scheduled by INS, necessary escort and transportation services for INS detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings, escorting witnesses to the courtroom and staged with the INS judge during proceedings. Transportation services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider and under its policies, procedures and authorities. The INS shall reimburse the Service Provider for any hourly expenses for guarding purposes if the Service Provider is required to provide such service. All costs for escort and transportation services shall be listed separately. When utilizing INS vehicles the Service Provider will be reimbursed for actual hours provided only.

Article IV. Receiving and Discharging Detainees

A. Required activity. The Service Provider shall receive and discharge detainees only from and to either properly identified INS personnel or other properly identified Federal law enforcement officials with prior authorization from INS. Presentation of U.S. Government identification shall constitute proper identification. The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The INS shall furnish the Service Provider with reasonable notice of receiving or discharging detainee(s). The Service Provider shall ensure positive identification and recording of detainees and INS officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty INS officers.

B. Restricted release of detainees. The Service Provider shall not release INS detainees from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergent situations, or in response to a federal writ of *habeas corpus*. If an INS detainee is sought for federal, state or local court proceedings, only INS may authorize release of the detainee for such purposes. The Service Provider shall contact INS immediately regarding any such requests.

C. Service Provider right of refusal. The Service Provider retains final and absolute right either to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health provider. In the case of a detainee already in custody, the Service Provider shall notify the INS and request such removals, and shall allow the INS reasonable time to make alternative arrangements for the detainee.

D. Emergency evacuation. In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate INS detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify INS within two hours of such evacuation.

Department of Justice
Immigration and Naturalization Service
Intergovernmental Service Agreement for Housing Federal Detainees

Article V. INS Detention Standards

The Service Provider shall ensure compliance with the INS detention standards (find under www.ins.usdoj.gov/graphics/lawsregs/guidance.htm), and Department of Justice core detention standards to be provided by INS. The Service Provider may adopt, adapt or establish alternative procedures, provided they meet or exceed the standard. As additional INS/DOJ detention standards are issued, and/or changed, they will be incorporated by issuance of a bi-lateral modification. Compliance will be made within ninety (90) days from the effective date of this agreement.

Article VI. Medical Services

A. Auspices of Health Authority. The Service Provider shall provide INS detainees with onsite health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on-site.

B. Level of Professionalism. The Service Provider shall ensure that all health care service providers utilized for INS detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Service (DIHS). Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all INS detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

D. On-site health care. The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any INS detainee an additional fee or co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that INS detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within 24 hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

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E. Arrival screening. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

F. Unacceptable medical conditions. If the Service Provider determines that an INS detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify INS. Upon such notification the Service Provider shall allow INS reasonable time to make the proper arrangements for further disposition of that detainee.

G. DIHS Pre-approval for non-emergent off-site care. The DIHS acts as the agent and final health authority for INS on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for INS detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. (See Attachment D.) For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of INS and the detainee. The INS may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

Division of Immigration Health Services
Managed Care Program
Fax: 202-318-0080
Managed Care Coordinators: 1-888-718-8947

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

INS Health Services
1220 L STREET N.W.
PMB 468
Washington, DC 20005-4018
Medical Claims Status Inquiry: 1-888-238-8163

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H. Emergency medical care. The Service Provider shall furnish 24 hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

I. Off-site guards. The Service Provider shall provide guards at all times detainees are admitted to an outside medical facility. The Service Provider shall submit a separate invoice for guard services with its regular monthly billing.

J. DIHS visits. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

Article VII. No Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, persons detained for INS shall not be required to perform manual labor.

Article VIII. Period of Performance

This Agreement shall remain in effect indefinitely, or until terminated by either Party upon 60 days written notice, unless an emergency situation requires the immediate relocation of detainees, or the Parties agree to a shorter period under the procedures prescribed in Article X.

Article IX. Inspection

A. Jail Agreement Inspection Report. The Service Provider shall allow INS to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the INS. No notice to the Service Provider is required prior to an inspection. The INS will conduct such inspections in accordance with the Jail Agreement Inspection Report a copy of which is included as Attachment E to this Agreement. The Jail Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The INS will share findings of the inspection with the Service Provider's facility administrator to promote improvements to facility operation, conditions of confinement, and level of service.

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B. Possible termination. If the Service Provider fails to remedy deficient service INS identifies through inspection, INS may terminate this Agreement without regard to the provisions of Articles VIII and X.

C. Share findings. The Service Provider shall provide INS copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

D. Access to Detainee Records. The Service Provider shall, upon request, grant INS access to any record in its possession (regardless of whether the Service Provider created the record) concerning any alien whom it has detained pursuant to this Agreement. This right of access shall include, but not be limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the alien's behavior while in Service custody. Furthermore, the Service Provider shall retain all records where this right of access applies. The retention period will be at least two years from the date of the detainee's discharge from the Service Provider's custody.

Article X. Modifications and Disputes

A. Modifications. Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other. A modification will become part of this Agreement only after the INS Regional Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.

B. Disputes. The INS Regional Contracting Officer and the authorized signatory of the Service Provider are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the INS Regional Contracting Officer and authorized signatory of the Service Provider.

Article XI. Adjusting the Detainee Day Rate

The INS shall reimburse the Service Provider at the detainee day rate shown on the cover page of this document. The Parties may adjust that rate 12 months after the date of signing, and every 12 months thereafter. The Parties shall base the rate and adjustments on the principles set forth in OMB Circular A-87. Such adjustments shall be effective on the first day of the month following execution of the modification.

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Article XII. Enrollment, Invoicing, and Payment

A. Enrollment in electronic funds transfer. The Service Provider shall provide the INS office with the information needed to make payment by electronic funds transfer (EFT). Since January 1, 1999, INS has made all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form, (Attachment F). The Service Provider shall submit a completed SF 3881 to the INS payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the INS payment office.

B. Invoicing. The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each INS detainee, his or her A-number, and his or her specific dates of detention; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate ; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten working days of the month following the calendar month when it provided the services, to:

U.S. Immigration & Naturalization Service
ATTN: Deportation Unit
333 Mt. Elliott Street
Detroit, MI 48207-4381

Phone: 313-568-6046
Fax: 313-568-6050

C. Payment. The INS will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Act requires INS to make payments under this Agreement the 30th calendar day after the Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Act requires INS to pay interest on overdue payments to the Service Provider. The INS will determine any interest due in accordance with the Act.

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Article XIII. Government Furnished Property

A. Federal Property Furnished to the Service Provider. The INS may furnish federal property and equipment to the Service Provider. Accountable property remains titled to INS and shall be returned to the custody of INS upon termination of the agreement. The suspension of use of bed space made available to INS is agreed to be grounds for the recall and return of any or all government furnished property.

B. Service Provider Responsibility. The Service Provider shall not remove INS property from the facility without the prior written approval of INS. The Service Provider shall report any loss or destruction of such property immediately to INS.

Article XIV. Hold Harmless and Indemnification Provisions

A. Service Provider held harmless. The INS shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of INS officers or employees, to the extent that INS would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

B. Federal Government held harmless. The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.

C. Defense of suit. In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, INS shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have INS substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, INS shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

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D. INS recovery right. The Service Provider shall do nothing to prejudice INS' right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at the INS' expense, furnish to INS all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of INS in obtaining recovery.

Article XV. Financial Records

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for at least three years for purposes of federal examinations and audit. The 3-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

B. Access to records. The INS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-recipients. Which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

C. Delinquent debt collection. The INS will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. The INS shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVI. Provision of Space to INS and EOIR

A. Service Provider responsibilities. The Service Provider shall provide suitable support, office and administrative space, for use by INS. As necessary, the Service Provider will provide sufficient safe and secure storage space for all INS detainee baggage. In addition, the Service Provider agrees, if required, to furnish acceptable office and administrative space to the Executive Office of Immigration Review (EOIR). The Service Provider shall bear all costs associated with the use of jail and office space by INS and EOIR (e.g. those for preparing, operating and maintaining such facilities for INS and EOIR, and incurred for temporarily relocating the Service Provider's employees).

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The Service Provider shall equip the office and administrative space furnished to INS and EOIR with a telephone system compatible with the federal telephone network. The Service Provider shall furnish the security and janitorial services for this space. The Service Provider shall include all costs associated with providing space or services under this Paragraph in the calculation of the detainee rate day rate. (Note: the Service Provider shall have no obligation under this Paragraph unless the Parties negotiate specific terms for such space or services.)

B. Federal Government responsibilities. The INS will incur the costs of installing computer cabling, telephone lines and any additional telephone trunk lines and telephone switch equipment which may be required. The INS will be responsible for payment of INS long-distance telephone bills for INS staff.

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