

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00001

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
425 I Street NW, [REDACTED]  
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
425 I Street NW, [REDACTED]  
Washington DC 20536

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

9A. AMENDMENT OF SOLICITATION NO.

GASTON COUNTY  
PO BOX 1578  
GASTONIA NC 280531578

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DROIGSA-07-0006/

10B. DATED (SEE ITEM 11)

CODE 0710621860000

FACILITY CODE

05/08/2007

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 to revise invoice submission

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: 071062186

Program Office Point of Contact:

404-893-[REDACTED]

Contracting Officer:

202/616-[REDACTED]

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)

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)

12 May 08

NSN 7540-01-152-8070  
Previous edition unusable

FORM 30 (REV. 10-83)  
by GSA  
FR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to revise the procedure for Providers to submit their invoices for Agreement DROIGSA-07-0006. This revised procedure is effective June 02, 2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Article XII, Enrollment, Invoicing and Payment, revise paragraph (B) "Invoicing" to read as follow:</p> <p style="padding-left: 40px;">Invoices shall be submitted via one of the following three methods:</p> <p style="padding-left: 40px;">a. By mail:</p> <p style="padding-left: 80px;">DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-ATLANTA</p> <p style="padding-left: 40px;">b. By facsimile (fax): (include a cover sheet with point of contact &amp; # of pages)</p> <p style="padding-left: 80px;">802-288-7658</p> <p style="padding-left: 40px;">c. By e-mail:</p> <p style="padding-left: 80px;">Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE on or after June 02, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>2. The information required with each invoice submission is as follows:</p> <p style="padding-left: 40px;">a. The name and address of the facility;</p> <p style="padding-left: 40px;">b. Invoice date and number;</p> <p style="padding-left: 40px;">c. Agreement number, Task Order Number and line item number.</p> <p style="padding-left: 40px;">d. Terms of any discount for prompt payment offered;</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0006//P00001

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NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>e. Name, title, and phone number of person to notify in event of defective invoice;</p> <p>f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)</p> <p>g. The daily rate;</p> <p>h. The total number of residential/detainee days;</p> <p>i. The name of each ICE resident/detainee;</p> <p>j. Resident's/detainee's A-number;</p> <p>k. Specific dates of detention for each resident/detainee;</p> <p>l. The total residential/detainee days multiplied by the daily rate;</p> <p>m. For transportation/stationary guard services, 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 guarded.</p> <p>Items a. through h. and l. must be on the cover page of each invoice submission.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	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	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Attn: [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GASTON COUNTY PO BOX 1578 GASTONIA NC 280531578		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0710621860000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0006/	10B. DATED (SEE ITEM 13) 05/08/2007

**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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 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: 071062186  
 Contracting Officer's Technical Representative: [REDACTED] 404-893-[REDACTED]  
 Contracting Officer: [REDACTED] 202-732-[REDACTED]  
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) for the Gaston County, NC, Inter-Governmental Service Agreement (IGSA) Number: DROIGSA-07-0006/.

From: [REDACTED] 404-423-[REDACTED]

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)		[REDACTED] (print)
15B. CONTRACTOR/OFFEROR	15C. DATE	15C. DATE SIGNED 03.29.12
(Signature of person authorized to sign)		



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0006//P00002

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NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>To: [REDACTED] 404-893-[REDACTED]</p> <p>All other terms and conditions remain the same. Exempt Action: Y</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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1 6

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00003

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, [REDACTED]  
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, [REDACTED]  
Attn: [REDACTED]  
Washington DC 20536

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

GASTON COUNTY  
PO BOX 1578  
GASTONIA NC 280531578

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DROIGSA-07-0006/

10B. DATED (SEE ITEM 13)

CODE 0710621860000

FACILITY CODE

05/08/2007

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

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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.**

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X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 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: 071062186

Contracting Officer's Technical Representative: [REDACTED] 404-893-[REDACTED]

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

Contract Specialist: [REDACTED], 202-732-[REDACTED]

In many contracts it is difficult to find in a single location all unit prices. The purpose of this modification is to correct for that and to incorporate new invoice instructions.

Incorporate the following under Article I. Purpose

IGSA Prices:

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)	[REDACTED]	(Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE	16C. DATE SIGNED
(Signature of person authorized to sign)	[REDACTED]	06/09/13

NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Article I: Bed Rate: [REDACTED]</p> <p>Article XVI: Transport Rate: [REDACTED]</p> <p>Article XVI: Mileage Rate: Pursuant to current GSA federal travel allowance rates</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-ATL Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&amp;B) DUNS Number must be registered in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> 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 DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is Continued ...</p>				




NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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&amp;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 and extended price of the items 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 Officer's 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 contractor's 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 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 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 (other than firm fixed price):                      (1) Bed day rate;                      (2) Resident's/detainee's check-in and check-out dates;                      (3) Number of bed days multiplied by the bed day rate;                      (4) Name of each detainee;                      (5) Resident's/detainee's identification information</p> <p>(iv). Transportation Services (other than firm fixed price):                      (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 (other than firm fixed price):                      (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>				

NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

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 <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> 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 <a href="mailto:OCFO.CustomerService@ice.dhs.gov">OCFO.CustomerService@ice.dhs.gov</a>                      Exempt Action: Y                      Discount Terms: Net 30                      FOB: Destination</p> <p>Add Item 0001 as follows:</p> <p>0001 Detention Bed Day Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0002 as follows:</p> <p>0002 Transportation Services Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0003 as follows: Continued ...</p>				
			DA		0.00
			DH	0.00	0.00



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Stationary Guard Services Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD		HR	[REDACTED]	0.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00004	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) GASTON COUNTY PO BOX 1578 GASTONIA NC 280531578		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0710621860000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0006/	10B. DATED (SEE ITEM 13) 05/08/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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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 DROIGSA-07-0006

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: 071062186

Contracting Officer's Representative: [REDACTED] 404-893-[REDACTED]

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

Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to incorporate Department of Labor Wage Determination No: 2005-2391, Revision 15, dated 07/25/2014. The wage determination and subsequent labor category wage increases are in effect as of August 01, 2014.

The following payroll data must be submitted to support any claim for a price adjustment:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 14 apply.

15A. NAME AND TITLE OF SIGNER (Type or print)	[REDACTED]	DATE SIGNED 8/21/14
15B. CONTRACTOR/OFFEROR	15C. DATE	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0006//P00004

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NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Employee Name and CSWD Job Classification Title/Number</p> <p>2. Actual hours paid and/or worked</p> <p>3. Actual hourly wages and wage rates used in previous performance period</p> <p>4. Actual H&amp;W wages and rates used in previous performance period</p> <p>5. How was H&amp;W paid? (i.e. cash to employees or paid to third party)</p> <p>6. Applicable workers compensation rate (if H&amp;W was paid in cash to employees)</p> <p>7. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA) (if applicable).</p> <p>SUGGESTED FORMAT: Price Adjustment Calculation Tool (PACT)</p> <p>The PACT is a format service providers may use to present data need to support written claims for price adjustments under the Service Contract Act. The PACT may be obtained online at <a href="http://www.wdol.gov">www.wdol.gov</a>. Exempt Action: Y All other terms and conditions remain the same.</p>				



P00005 08/12/2015

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

GASTON COUNTY  
PO BOX 1578  
GASTONIA NC 280531578

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0006/

10B. DATED (SEE ITEM 13) 05/08/2007

CODE 0710621860000 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 DROIGSA-07-0006

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: 071062186  
Contracting Officer's Representative: [REDACTED] 404-893-[REDACTED]  
Contracting Officer: [REDACTED] 202-732-[REDACTED]  
Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to incorporate the following wage determination and Health and Welfare updates for this Agreement. Department of Labor Wage Determination No: 2005-2391, Revision 17, dated 07/08/2015.

In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price 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) [REDACTED] (print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGN [REDACTED] 16C. DATE SIGNED 08/12/2015

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0006//P00005

PAGE OF  
2 12

NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Adjustment (Multiple Year and Option Contracts) (f) "The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Exempt Action: Y All other terms and conditions remain the same.</p>				



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00006

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)

GASTON COUNTY  
ATTN GASTON COUNTY  
PO BOX 1578  
GASTONIA NC 280531578

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DROIGSA-07-0006/

10B. DATED (SEE ITEM 13)

CODE 0710621860000

FACILITY CODE

05/08/2007

**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 DROIGSA-07-0006

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: 071062186

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

The Government hereby issues this modification to incorporate the most recent Department of Labor Wage Determination and provide instructions for requesting a price adjustment.

Accordingly,

1. In accordance with 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment, Wage Determination No. 2015-4423, Rev. 01, dated 09/02/2016 is hereby attached and incorporated.

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)

OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

14 Nov 2016

NSN 7540-01-152-8070  
Previous edition unusable

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



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0006//P00006

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2 2

NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following payroll data must be submitted to support any request for a price adjustment:</p> <ul style="list-style-type: none"> <li>A. Employee Name and WD Job Classification Title/Number</li> <li>B. Actual hours paid and/or worked</li> <li>C. Actual hourly wage and wage rates used in previous performance period</li> <li>D. Actual H&amp;W wages and rates used in previous performance period</li> <li>E. How was H&amp;W paid? (i.e., cash to employees or paid to third party)</li> <li>F. Applicable workers compensation rate (if H&amp;W was paid in cash to employee)</li> <li>G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA))</li> </ul> <p>3. The Contractor shall notify the Contracting Officer of any price increase claimed under clause 52.222-43 within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>4. All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y</p>				

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	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 205	CODE	ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  GASTON COUNTY ATTN GASTON COUNTY PO BOX 1578 GASTONIA NC 280531578	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0006/
		10B. DATED (SEE ITEM 13) 05/08/2007
CODE 0710621860000	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 DROIGSA-07-0006

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: 071062186  
Contracting Officer: [REDACTED], 202-732-[REDACTED]  
Contract Specialist: [REDACTED] 202-732-[REDACTED]  
Contracting Officer Representative: [REDACTED]

The Government hereby issues this modification to incorporate the most recent Department of Labor Wage Determination and provide instructions for requesting a price adjustment.

Accordingly,

1. In accordance with 52.222-43, Fair Labor Standards Act and Service Contract Labor Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) \_\_\_\_\_ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) \_\_\_\_\_

15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED  [REDACTED]
--	------------------------------------

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0006//P00007

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
GASTON COUNTY

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Standards - Price Adjustment, Wage Determination No. 2015-4423, Rev. 09, dated 12/26/2018 is hereby attached and incorporated.</p> <p>2. The following payroll data must be submitted to support any request for a price adjustment:</p> <ul style="list-style-type: none"> <li>A. Employee Name and WD Job Classification Title/Number</li> <li>B. Actual hours paid and/or worked</li> <li>C. Actual hourly wage and wage rates used in previous performance period</li> <li>D. Actual H&amp;W wages and rates used in previous performance period</li> <li>E. How was H&amp;W paid? (i.e., cash to employees or paid to third party)</li> <li>F. Applicable workers compensation rate (if H&amp;W was paid in cash to employee)</li> <li>G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA))</li> </ul> <p>3. The Contractor shall notify the Contracting Officer of any price increase claimed under clause 52.222-43 within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>4. All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: PII</p>				

WD 15-4423 (Rev.-9) was first posted on www.wdol.gov on 01/01/2019

\*\*\*\*\*

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                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-4423  
Revision No.: 9  
Date Of Revision: 12/26/2018

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](http://www.dol.gov/whd/govcontracts).

States: North Carolina, South Carolina

Area: North Carolina Counties of Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Union  
South Carolina Counties of Lancaster, York

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.67
01012 - Accounting Clerk II		16.47
01013 - Accounting Clerk III		18.43
01020 - Administrative Assistant		26.87
01035 - Court Reporter		21.87
01041 - Customer Service Representative I		13.39
01042 - Customer Service Representative II		15.06
01043 - Customer Service Representative III		16.43
01051 - Data Entry Operator I		13.96
01052 - Data Entry Operator II		15.24
01060 - Dispatcher, Motor Vehicle		18.74
01070 - Document Preparation Clerk		14.52
01090 - Duplicating Machine Operator		14.52
01111 - General Clerk I		12.47
01112 - General Clerk II		13.61
01113 - General Clerk III		15.28
01120 - Housing Referral Assistant		22.66
01141 - Messenger Courier		13.58
01191 - Order Clerk I		15.39
01192 - Order Clerk II		16.98
01261 - Personnel Assistant (Employment) I		15.55
01262 - Personnel Assistant (Employment) II		17.40
01263 - Personnel Assistant (Employment) III		19.40
01270 - Production Control Clerk		21.11
01290 - Rental Clerk		15.24
01300 - Scheduler, Maintenance		17.63
01311 - Secretary I		17.63
01312 - Secretary II		19.88
01313 - Secretary III		22.66
01320 - Service Order Dispatcher		16.75
01410 - Supply Technician		26.87



01420 - Survey Worker	18.35
01460 - Switchboard Operator/Receptionist	13.87
01531 - Travel Clerk I	12.46
01532 - Travel Clerk II	13.28
01533 - Travel Clerk III	14.15
01611 - Word Processor I	15.43
01612 - Word Processor II	17.33
01613 - Word Processor III	19.39
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.51
05010 - Automotive Electrician	20.99
05040 - Automotive Glass Installer	19.38
05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.06
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	22.06
05220 - Motor Vehicle Mechanic Helper	16.29
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter, Automotive	20.99
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	13.53
05400 - Transmission Repair Specialist	22.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	11.09
07042 - Cook II	12.44
07070 - Dishwasher	9.24
07130 - Food Service Worker	10.64
07210 - Meat Cutter	16.25
07260 - Waiter/Waitress	9.18
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.94
09040 - Furniture Handler	10.92
09080 - Furniture Refinisher	13.98
09090 - Furniture Refinisher Helper	11.19
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	16.28
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	10.61
11090 - Gardener	16.09
11122 - Housekeeping Aide	11.62
11150 - Janitor	11.62
11210 - Laborer, Grounds Maintenance	12.62
11240 - Maid or Houseman	9.72
11260 - Pruner	11.18
11270 - Tractor Operator	15.01
11330 - Trail Maintenance Worker	12.62
11360 - Window Cleaner	13.11
12000 - Health Occupations	
12010 - Ambulance Driver	17.65
12011 - Breath Alcohol Technician	18.07
12012 - Certified Occupational Therapist Assistant	27.52
12015 - Certified Physical Therapist Assistant	28.17
12020 - Dental Assistant	21.17
12025 - Dental Hygienist	35.27
12030 - EKG Technician	30.81
12035 - Electroneurodiagnostic Technologist	30.81
12040 - Emergency Medical Technician	17.65
12071 - Licensed Practical Nurse I	16.83
12072 - Licensed Practical Nurse II	18.83
12073 - Licensed Practical Nurse III	20.99
12100 - Medical Assistant	16.24

12130 - Medical Laboratory Technician	21.35
12160 - Medical Record Clerk	16.14
12190 - Medical Record Technician	18.05
12195 - Medical Transcriptionist	18.36
12210 - Nuclear Medicine Technologist	32.34
12221 - Nursing Assistant I	11.42
12222 - Nursing Assistant II	12.84
12223 - Nursing Assistant III	14.01
12224 - Nursing Assistant IV	15.73
12235 - Optical Dispenser	18.46
12236 - Optical Technician	14.32
12250 - Pharmacy Technician	15.25
12280 - Phlebotomist	14.93
12305 - Radiologic Technologist	26.72
12311 - Registered Nurse I	24.10
12312 - Registered Nurse II	29.48
12313 - Registered Nurse II, Specialist	29.48
12314 - Registered Nurse III	35.67
12315 - Registered Nurse III, Anesthetist	35.67
12316 - Registered Nurse IV	42.75
12317 - Scheduler (Drug and Alcohol Testing)	22.38
12320 - Substance Abuse Treatment Counselor	21.78
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.55
13012 - Exhibits Specialist II	24.20
13013 - Exhibits Specialist III	29.61
13041 - Illustrator I	19.26
13042 - Illustrator II	23.85
13043 - Illustrator III	29.18
13047 - Librarian	26.81
13050 - Library Aide/Clerk	13.09
13054 - Library Information Technology Systems Administrator	24.20
13058 - Library Technician	16.64
13061 - Media Specialist I	17.47
13062 - Media Specialist II	19.55
13063 - Media Specialist III	21.79
13071 - Photographer I	15.85
13072 - Photographer II	17.73
13073 - Photographer III	21.96
13074 - Photographer IV	26.87
13075 - Photographer V	32.51
13090 - Technical Order Library Clerk	16.45
13110 - Video Teleconference Technician	19.81
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.93
14042 - Computer Operator II	17.81
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.06
14045 - Computer Operator V	24.44
14071 - Computer Programmer I	(see 1) 24.62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.93
14160 - Personal Computer Support Technician	22.06
14170 - System Support Specialist	25.92
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.65
15020 - Aircrew Training Devices Instructor (Rated)	37.09
15030 - Air Crew Training Devices Instructor (Pilot)	44.44
15050 - Computer Based Training Specialist / Instructor	30.65

15060 - Educational Technologist	28.93
15070 - Flight Instructor (Pilot)	44.44
15080 - Graphic Artist	24.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.44
15086 - Maintenance Test Pilot, Rotary Wing	44.44
15088 - Non-Maintenance Test/Co-Pilot	44.44
15090 - Technical Instructor	27.75
15095 - Technical Instructor/Course Developer	33.95
15110 - Test Proctor	22.41
15120 - Tutor	22.41
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.37
16030 - Counter Attendant	9.37
16040 - Dry Cleaner	11.61
16070 - Finisher, Flatwork, Machine	9.37
16090 - Presser, Hand	9.37
16110 - Presser, Machine, Drycleaning	9.37
16130 - Presser, Machine, Shirts	9.37
16160 - Presser, Machine, Wearing Apparel, Laundry	9.37
16190 - Sewing Machine Operator	12.33
16220 - Tailor	13.00
16250 - Washer, Machine	10.06
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.65
19040 - Tool And Die Maker	23.73
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.58
21030 - Material Coordinator	21.11
21040 - Material Expediter	21.11
21050 - Material Handling Laborer	12.41
21071 - Order Filler	11.84
21080 - Production Line Worker (Food Processing)	15.58
21110 - Shipping Packer	15.91
21130 - Shipping/Receiving Clerk	15.91
21140 - Store Worker I	11.28
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	15.58
21410 - Warehouse Specialist	15.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.46
23019 - Aircraft Logs and Records Technician	26.26
23021 - Aircraft Mechanic I	30.90
23022 - Aircraft Mechanic II	32.46
23023 - Aircraft Mechanic III	34.09
23040 - Aircraft Mechanic Helper	23.51
23050 - Aircraft, Painter	30.04
23060 - Aircraft Servicer	26.26
23070 - Aircraft Survival Flight Equipment Technician	30.04
23080 - Aircraft Worker	27.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.97
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.90
23110 - Appliance Mechanic	19.92
23120 - Bicycle Repairer	12.73
23125 - Cable Splicer	27.03
23130 - Carpenter, Maintenance	16.98
23140 - Carpet Layer	20.15
23160 - Electrician, Maintenance	21.00
23181 - Electronics Technician Maintenance I	25.38
23182 - Electronics Technician Maintenance II	26.82
23183 - Electronics Technician Maintenance III	28.31
23260 - Fabric Worker	19.08
23290 - Fire Alarm System Mechanic	21.86
23310 - Fire Extinguisher Repairer	17.95

23311 - Fuel Distribution System Mechanic	25.98
23312 - Fuel Distribution System Operator	20.85
23370 - General Maintenance Worker	19.04
23380 - Ground Support Equipment Mechanic	30.90
23381 - Ground Support Equipment Servicer	26.26
23382 - Ground Support Equipment Worker	27.82
23391 - Gunsmith I	17.95
23392 - Gunsmith II	20.15
23393 - Gunsmith III	22.37
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.95
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.96
23430 - Heavy Equipment Mechanic	21.66
23440 - Heavy Equipment Operator	17.83
23460 - Instrument Mechanic	25.47
23465 - Laboratory/Shelter Mechanic	21.29
23470 - Laborer	12.41
23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	23.75
23550 - Machinist, Maintenance	20.03
23580 - Maintenance Trades Helper	14.30
23591 - Metrology Technician I	25.47
23592 - Metrology Technician II	26.74
23593 - Metrology Technician III	27.99
23640 - Millwright	23.61
23710 - Office Appliance Repairer	20.26
23760 - Painter, Maintenance	16.36
23790 - Pipefitter, Maintenance	21.42
23810 - Plumber, Maintenance	20.39
23820 - Pneudraulic Systems Mechanic	22.37
23850 - Rigger	23.75
23870 - Scale Mechanic	20.15
23890 - Sheet-Metal Worker, Maintenance	16.31
23910 - Small Engine Mechanic	17.52
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.65
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	20.92
23970 - Woodcraft Worker	22.37
23980 - Woodworker	17.95
24000 - Personal Needs Occupations	
24550 - Case Manager	14.33
24570 - Child Care Attendant	10.61
24580 - Child Care Center Clerk	13.23
24610 - Chore Aide	10.51
24620 - Family Readiness And Support Services Coordinator	14.33
24630 - Homemaker	14.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.33
25040 - Sewage Plant Operator	20.58
25070 - Stationary Engineer	20.33
25190 - Ventilation Equipment Tender	14.83
25210 - Water Treatment Plant Operator	20.58
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.45
27007 - Baggage Inspector	12.04
27008 - Corrections Officer	18.80
27010 - Court Security Officer	18.30
27030 - Detection Dog Handler	15.13
27040 - Detention Officer	18.80
27070 - Firefighter	18.54
27101 - Guard I	12.04



27102 - Guard II	15.13
27131 - Police Officer I	22.22
27132 - Police Officer II	24.68
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.38
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Worker	9.22
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.72
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.69
28515 - Recreation Specialist	18.52
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.22
29020 - Hatch Tender	22.22
29030 - Line Handler	22.22
29041 - Stevedore I	21.04
29042 - Stevedore II	23.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.42
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.49
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.18
30021 - Archeological Technician I	16.67
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	24.15
30030 - Cartographic Technician	24.15
30040 - Civil Engineering Technician	22.62
30051 - Cryogenic Technician I	25.58
30052 - Cryogenic Technician II	28.25
30061 - Drafter/CAD Operator I	16.67
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.73
30064 - Drafter/CAD Operator IV	25.58
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.92
30084 - Engineering Technician IV	23.44
30085 - Engineering Technician V	28.68
30086 - Engineering Technician VI	34.70
30090 - Environmental Technician	22.26
30095 - Evidence Control Specialist	24.15
30210 - Laboratory Technician	21.72
30221 - Latent Fingerprint Technician I	23.03
30222 - Latent Fingerprint Technician II	25.44
30240 - Mathematical Technician	24.15
30361 - Paralegal/Legal Assistant I	18.51
30362 - Paralegal/Legal Assistant II	22.92
30363 - Paralegal/Legal Assistant III	28.04
30364 - Paralegal/Legal Assistant IV	33.93
30375 - Petroleum Supply Specialist	29.53
30390 - Photo-Optics Technician	24.15
30395 - Radiation Control Technician	29.53
30461 - Technical Writer I	23.70
30462 - Technical Writer II	29.00
30463 - Technical Writer III	35.09
30491 - Unexploded Ordnance (UXO) Technician I	24.42
30492 - Unexploded Ordnance (UXO) Technician II	29.55
30493 - Unexploded Ordnance (UXO) Technician III	35.41
30494 - Unexploded (UXO) Safety Escort	24.42
30495 - Unexploded (UXO) Sweep Personnel	24.42
30501 - Weather Forecaster I	25.58
30502 - Weather Forecaster II	31.11
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.73

Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.55
31020 - Bus Aide	14.04
31030 - Bus Driver	18.98
31043 - Driver Courier	15.70
31260 - Parking and Lot Attendant	11.09
31290 - Shuttle Bus Driver	16.78
31310 - Taxi Driver	12.57
31361 - Truckdriver, Light	16.78
31362 - Truckdriver, Medium	18.59
31363 - Truckdriver, Heavy	20.42
31364 - Truckdriver, Tractor-Trailer	20.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.41
99030 - Cashier	9.50
99050 - Desk Clerk	10.60
99095 - Embalmer	30.13
99130 - Flight Follower	24.42
99251 - Laboratory Animal Caretaker I	13.30
99252 - Laboratory Animal Caretaker II	14.26
99260 - Marketing Analyst	25.73
99310 - Mortician	30.68
99410 - Pest Controller	16.96
99510 - Photofinishing Worker	12.07
99710 - Recycling Laborer	15.99
99711 - Recycling Specialist	18.98
99730 - Refuse Collector	14.16
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	11.42
99830 - Survey Party Chief	20.88
99831 - Surveying Aide	14.08
99832 - Surveying Technician	19.29
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	14.16
99842 - Vending Machine Repairer Helper	11.92

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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. (See 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)).

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER  
05/14/2007

2. CONTRACT NO. (If any)  
DROIGSA070006

6. SHIP TO:

a. NAME OF CONSIGNEE

3. ORDER NO.  
HSCEOP07FIG00027

4. REQUISITION/REFERENCE NO.  
FAT070231

Immigration and Customs Enforcement

5. ISSUING OFFICE (Address correspondence to)  
U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Washington DC 20536

b. STREET ADDRESS  
425 I Street NW

c. CITY  
Washington

d. STATE  
DC

e. ZIP CODE  
20536

7. TO:

a. NAME OF CONTRACTOR  
GASTON COUNTY

f. SHIP VIA

b. COMPANY NAME

8. TYPE OF ORDER

a. PURCHASE

b. DELIVERY

REFERENCE YOUR:

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

c. STREET ADDRESS  
PO BOX 1578

d. CITY  
GASTONIA

e. STATE

NC

f. ZIP CODE

280531578

9. ACCOUNTING AND APPROPRIATION DATA  
See Schedule

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL

b. OTHER THAN SMALL

c. DISADVANTAGED

g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT

Destination

d. WOMEN-OWNED

e. HUBZone

f. EMERGING SMALL BUSINESS

13. PLACE OF

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT  
ON OR BEFORE (Date)  
Multiple

16. DISCOUNT TERMS

a. INSPECTION  
Destination

b. ACCEPTANCE  
Destination

Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 56-6000300 DUNS Number: 071062186. This Task Order is issued against the Inter-Governmental Service Agreement (IGSA) No. DROIGSA-07-0006 for the following services: Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME	U.S. DEPT. OF HOMELAND SECURITY		\$657,000.00
	b. STREET ADDRESS (or P.O. Box)	U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W.,		17(i) GRAND TOTAL
c. CITY	WASHINGTON			

22. UNITED STATES OF AMERICA  
BY (Signature)

NAME (Typed)

CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2007 CONTRACT NO. DROIGSA070006

ORDER NO. HSCEOP07FIG00027

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>1. Provide detention services in accordance with the attached IGSA, to include housing, guards and transportation during the period of May 2007 through 09/30/2007 at the Gaston County Jail, 425 Marietta Street, Gastonia, NC, 28053.</p> <p>2. Full funding is provided for the these services in the amount of [REDACTED]</p> <p>3. The total amount of funding obligated under this Task Order is [REDACTED]</p> <p>4. The DRO Program Office POC is [REDACTED] 202.732. [REDACTED]</p> <p>5. The ICE Office of Acquisition Management POC is [REDACTED] 202.616 [REDACTED]</p> <p>All terms and conditions of IGSA No. DROIGSA-07-0006 remain unchanged.</p> <p>Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 425 I Street, NW [REDACTED] Washington, DC 20536</p> <p>Period of Performance: 05/14/2007 to 09/30/2007</p>					
0001	<p>Cost of Bedspace at the Gaston County Jail ([REDACTED] per diem rate)</p> <p>Delivery: 30 Days After Award</p> <p>Accounting Info: SEE ATTACHMENT A</p> <p>Funded: [REDACTED]</p>				[REDACTED]	
0002	<p>Cost for Transportation of Detainees for May 2007 - September 30, 2007.</p> <p>Transportation Officer Rate: [REDACTED]</p> <p>Accounting Info: Funded: [REDACTED]</p> <p>Continued ...</p>				[REDACTED]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
05/14/2007

CONTRACT NO.  
DROIGSA070006

ORDER NO.  
HSCEOP07FIG00027

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Accounting &amp; Appropriation Data (Block 9):</p> <div style="background-color: black; width: 100%; height: 80px;"></div> <p>The total amount of award: <span style="background-color: black; color: black;">██████████</span> The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



**INTER-GOVERNMENTAL SERVICE AGREEMENT**  
**BETWEEN THE**  
**UNITED STATES DEPARTMENT OF HOMELAND SECURITY**  
**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**OFFICE OF DETENTION AND REMOVAL**  
**AND**  
**GASTON COUNTY**

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Gaston County ("**Service Provider**") for the detention and care of aliens ("**detainees**"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

The Service Provider shall provide detention services for detainees at the following institution(s):

**Gaston County Jail**  
**425 Marietta Street**  
**Gastonia, North Carolina 28053**

**Article I. Purpose**

- A. **Purpose:** The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention, and care of persons detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees". This term recognizes that ICE detainees are not charged with criminal violations and are 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 ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. **Guidance:** This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is [REDACTED] ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

2007-113

## Article II. General

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in a delivery order to this Agreement that is supported by the ICE Contracting Officer. This Agreement is neither binding nor effective unless signed by the ICE Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the Gaston County. If either that facility, or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.
- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

## Article III. Covered Services

- A. Bedspace: The Service Provider shall provide male/female beds on a space available basis for less than seventy-two (72) hours. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees 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 ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.



- C. Unit of Service and Financial Liability: The unit of service is called a "detainee day" and is defined as one person per day. The detainee day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include but are not limited to:
- 1) Salaries of elected officials
  - 2) Salaries of employees not directly engaged in the housing and detention of detainees
  - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
  - 4) Detainee services which are not provided to, or cannot be used by Federal detainees
  - 5) Operating costs of facilities not utilized by Federal detainees
  - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
  - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
  - 8) Contingencies
- D. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the detainees' language, as appropriate, to detainees who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use detainees for translation services. If the Service Provider uses a detainee for translation service, it shall notify ICE within twenty-four (24) hours of the translation service.
- E. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE 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 ICE Judge during administrative proceedings. Transportation Services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVI.

#### **Article IV. Receiving and Discharging Detainees**

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. 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 per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

- B. **Emergency Situations:** ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. **Restricted Release of Detainees:** The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- D. **Service Provider Right of Refusal:** The Service Provider retains the right 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 care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- E. **Emergency Evacuation:** In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE 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 the ICE COTR or designated ICE official within two (2) hours of evacuation.

## **Article V. DHS/ICE Detention Standards**

### **SATISFACTORY PERFORMANCE:**

The Service Provider is required to house detainees and perform related detention services in accordance with the most current edition of **ICE National Detention Standards** (<http://www.ice.gov/partners/dro/opsmanual/index.htm>). ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.

## **Article VI. Medical Services**

- A. **Auspices of Health Authority:** The Service Provider shall provide ICE detainees with on-site 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 ICE 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 Services (DIHS).
- 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 ICE 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 ICE 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 ICE 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 twenty-four (24) hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, and contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.
- 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). The health care service provider or trained health care personnel may perform the arrival screening.
- F. Acceptance of Detainees with Extreme Health Conditions: If the Service Provider determines that an ICE 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 the ICE COTR or the designated ICE official. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. DIHS Pre-Approval for Non-Emergency Off-Site Care: The Service Provider shall obtain DIHS approval for any non-emergency, off-site healthcare for any detainee. DIHS acts as the agent and final health authority for ICE 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 ICE 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. For medical care provided outside the facility, DIHS



may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE 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:

Phone: (888) 718-8947  
FAX: (866) 475-9349  
Via website: [www.inshealth.org](http://www.inshealth.org)

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:

United States Public Health Services  
Division of Immigration Health Services  
1220 L Street, NW PMB 468  
Washington, DC 20005-4018  
(Phone): (888)-718-8947  
(FAX): (866)-475-9349  
Via website: [www.inshealth.org](http://www.inshealth.org)

- H. Emergency Medical Care: The Service Provider shall furnish twenty-four (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 (72) 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.
- 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, ICE detainees shall not be required to perform manual labor.

#### **Article VIII. Period of Performance**

- A. This Agreement shall become effective upon the date of final signature by the ICE

Contracting Officer and the authorized signatory of the Service Provider and will remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written notice of intentions to terminate the agreement, sixty (60) days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article X.

- B. Basis for Price Adjustment: A firm fixed price with economic adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon the Service Provider's actual cost experience in providing the service.

#### **Article IX. Inspection**

- A. Jail Agreement Inspection Report: The Jail Agreement 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 Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Possible Termination: If the Service Provider fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles VIII and X.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Detainee Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) 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 Party. A modification will become a part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved the modification in writing.



- B. Disputes:** The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

#### **Article XI. Adjusting the Detainee Day Rate**


ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Article I. (C). The Parties may adjust the rate twenty-four (24) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely. See Article X A.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there are **no** retroactive adjustment(s).

#### **Article XII. Enrollment, Invoicing, and Payment**

- A. Enrollment in Electronic Funds Transfer:** The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes 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. The Service Provider shall submit a completed SF 3881 to ICE 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 ICE 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 ICE detainee; detainee's A-number; specific dates of detention for each detainee; 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 (10) working days of the month following the calendar month when it provided the services, to:



Department of Homeland Security  
ATTN: Immigration and Customs Enforcement  
6130 Tyvola Centre Drive  
Charlotte, NC 28217  
Phone: (704) 672-  
Fax: (704) 672-6998

- C. Payment: ICE 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 Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the ICE 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 Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

#### **Article XIII. Government Furnished Property**

- A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government 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 government furnished property.
- 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 Federal Government property immediately to ICE.

#### **Article XIV. Hold Harmless and Indemnification Provisions**

- A. Service Provider Held Harmless: ICE 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 is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE 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 tenets 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, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE 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, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's 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 ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE 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 three (3) years for purposes of federal examinations and audit. The three (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 three (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 three (3) year period, whichever is later.
- B. Access to Records: ICE 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-contractors, 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: ICE 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. ICE 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. Guard/Transportation Services**

- A. Transport Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody an ICE detainee is held, to provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to any location within the Mecklenburg County, North Carolina and the Gaston County, North Carolina area as directed by the ICE COTR or designated ICE official. ICE directed transportation will be reimbursed at the rate of [REDACTED] per hour.



Transportation mileage shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rates. At least [REDACTED] qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform transport services. Note that transportation to and from a medical facility for emergency services is included in the daily per diem rate.

- B. Medical Transportation: Transportation and/or escort/stationary guard services for ICE detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and to detainees attending off-site court proceedings. An [REDACTED] shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the ICE COTR. The Service Provider shall, without additional charge to ICE, provide stationary guard services during the initial eight (8) hours ICE detainees are admitted to an outside medical facility or attending off-site court proceedings. ICE agrees to reimburse the Service Provider for actual stationary guard services provided at the rate of [REDACTED] per hour. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control.
- C. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- E. Training and Compliance: The Service Provider shall comply with ICE transportation standards (<http://www.ice.gov/partners/dro/opsmanual/index.htm>) related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.
- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR or designated ICE official may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.



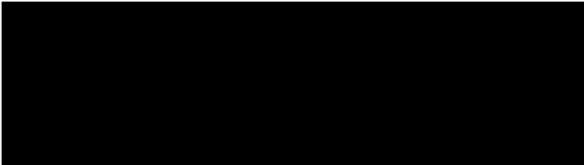
IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Gaston County and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

**ACCEPTED:**

Gaston County



[Name]

Alan Cloninger

[Title]

Sheriff Gaston County

*Alan Cloninger*

Date: 5/14/07

Date: May 8, 2007

*May 10, 2007*

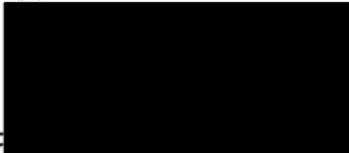
**CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR):** Paige Edenfield, (704) 672-6995, or successor (704) 672-6936 is hereby designated as COTR for this Agreement. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.

The Intergovernmental Service Agreement Number is DROIGSA070006 / HSCPO7FIG00024

**ATTEST:**

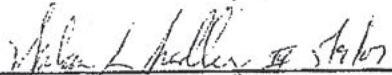


**Approved As To Form:**



~~County Attorney~~ County Attorney

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

  
\_\_\_\_\_  
**Finance Director**