

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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

CODE

ICE/DM/DC-DC

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

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

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

COLLIER COUNTY OF
ATTR COLLIER COUNTY SHERIFFS OFFICE
3301 TAMiami TRAIL EAST
BUILDING J1
NAPLES FL 341124902

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-07-0024/

10B. DATED (SEE ITEM 11)

11/30/2007

CODE 1872175260000

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. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

DUNS Number: 187217526

The purpose of this modification is to incorporate the Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts clause, the prevailing Wage Determination for Collier County and the security requirement for employment screening, as well as changes to Article XII Adjustment to Detainee Rates into the Inter Governmental Service Agreement (IGSA) number DROIGSA-07-0024/.

a) The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is here by incorporated into the reference IGSA as per Attachment I to this modification,
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)

Donald Hunter, Sheriff

15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTING OFFICER

15C. DATE SIGNED

12-27-07

15C. DATE SIGNED

27 DEC 07

HSN 7540-01-152-0070

Previous edition unusable

FORM 30 (REV. 10-83)

by GSA

FAR (48 CFR) 53.213

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00002

10/03/2008

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)

(x) 9A. AMENDMENT OF SOLICITATION NO.

COLLIER COUNTY OF
ATTN COLLIER COUNTY SHERIFFS OFFICE
3301 TAMIAMI TRAIL EAST
BUILDING J1
NAPLES FL 341124902

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-07-0024/

10B. DATED (SEE ITEM 11)

CODE 1872175260000

FACILITY CODE

09/24/2007

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

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of both Parties

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

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

DUNS Number: 187217526

The purpose of this modification is to revise the procedure for Providers to submit their invoices for Agreement DROIGSA-07-0024. This revised procedure is effective commencing November 3, 2008 and pertains to all invoices submitted on that date and thereafter.

In accordance with Article XII, Enrollment, Invoicing and Payment, revise paragraph (B) "Invoicing" to read as follow:

Invoices shall be submitted via one of the following three methods:

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)

3 OCT 08

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-07-0024//P00002

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NAME OF OFFEROR OR CONTRACTOR
COLLIER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-MIAMI</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>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 (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE on or after Nov 3, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>The information required with each invoice submission is as follows:</p> <p>Each invoice submitted shall contain the following information: the name and address of the facility; Invoice date and number; Agreement number, line item number and, if applicable, the Task order number; Terms of any discount for prompt payment offered; Name, title, and phone number of person to notify in event of defective invoice; Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.) the daily rate; the total number of residential/detainee days; the name of each ICE resident/detainee; resident's/detainee's A-number; specific dates of detention for each Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0024//P00002

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NAME OF OFFEROR OR CONTRACTOR
COLLIER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>resident/detainee; the total residential/detainee days multiplied by the daily rate; For 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.) must be on the cover page of each invoice.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>POC: [REDACTED] Contract Specialist-202-616-[REDACTED] POC: [REDACTED] Contracting Officer- 202-616-[REDACTED]</p> <p>All other terms and conditions remains unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00003 06/30/2014

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 205
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 COLLIER COUNTY OF ATTN COLLIER COUNTY SHERIFFS OFFICE 3301 TAMIAMI TRAIL EAST BUILDING J1 NAPLES FL 341124902
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0024/
 10B. DATED (SEE ITEM 13) 09/24/2007
 CODE 1872175260000 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

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 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X in accordance with DROIGSA-07-0024

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: 187217526
 Contracting Officer's Representative: [REDACTED], 305-207-[REDACTED]
 Contracting Officer: [REDACTED], 202-732-[REDACTED]
 Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to add [REDACTED] as the Alternate Contracting Officer's Representative for DROIGSA-07-0024
 Exempt Action: Y
 All other terms and conditions remains unchanged.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 09/23/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR	8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) COLLIER COUNTY OF ATTN COLLIER COUNTY SHERIFFS OFFICE 3301 TAMIAMI TRAIL EAST BUILDING J1 NAPLES FL 341124902	
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	
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
9C. AMENDMENT OF SOLICITATION NO.		9D. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0024/		10B. DATED (SEE ITEM 13) 09/24/2007	
CODE 1872175260000	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.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) in accordance with DROIGSA-07-0024

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: 187217526
Contracting Officer's Representative: [REDACTED] 305-207-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this bilateral modification is to incorporate Department of Labor Wage Determination No: 2005-2119, Revision 15, dated 07/25/2014 effective 08/01/2014.

The service provider must notify the Contracting Officer in writing within thirty (30) days.
Continued ...

15A. NAME AND TITLE OF SIGNER (Type or print)	[REDACTED]	effect. or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED 9/23/14
(Signature of person authorized to sign)	[REDACTED]	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0024//P00004

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NAME OF OFFEROR OR CONTRACTOR
COLLIER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>days after receipt of this modification of the following:</p> <p>a) Request for Service Contract Act Price Adjustment. The request must include the following supporting documentation:</p> <ul style="list-style-type: none"> • Employee name and occupational title, • Actual hours paid and/or worked for each • Actual hourly wages and wage rates used in previous performance period • Actual H&W wages and rates used in previous performance period • How was H&W paid? (i.e. cash to employees or paid to third party) • Applicable workers compensation rate (if H&W was paid in cash to employees) • Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA) (if applicable) <p>b) If you do not believe that the subject area wide wage determination is applicable to this agreement, please respond with your Request for a Contract Specific Wage Determination (CSWD). The request must include the following supporting data/documentation. DOL will have the final decision in any request for CSWD.</p> <ul style="list-style-type: none"> • Occupational Title • Number of Employees • Hourly Wage <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 www.wdol.gov. Exempt Action: Y All other terms and conditions remains unchanged.</p>				

WD 05-2119 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2119
Revision No.: 15
Date Of Revision: 07/25/2014

State: Florida

Area: Florida Counties of Collier, Dade, Monroe

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.11
01012 - Accounting Clerk II		16.24
01013 - Accounting Clerk III		18.17
01020 - Administrative Assistant		22.64
01040 - Court Reporter		18.82
01051 - Data Entry Operator I		12.92
01052 - Data Entry Operator II		14.09
01060 - Dispatcher, Motor Vehicle		16.82
01070 - Document Preparation Clerk		12.67
01090 - Duplicating Machine Operator		12.67
01111 - General Clerk I		12.62
01112 - General Clerk II		13.88
01113 - General Clerk III		15.59
01120 - Housing Referral Assistant		20.88
01141 - Messenger Courier		12.39
01191 - Order Clerk I		12.71
01192 - Order Clerk II		13.86
01261 - Personnel Assistant (Employment) I		15.88
01262 - Personnel Assistant (Employment) II		18.07
01263 - Personnel Assistant (Employment) III		20.30
01270 - Production Control Clerk		20.00
01280 - Receptionist		13.44
01290 - Rental Clerk		14.93
01300 - Scheduler, Maintenance		16.74
01311 - Secretary I		16.74
01312 - Secretary II		18.73
01313 - Secretary III		20.88
01320 - Service Order Dispatcher		14.66
01410 - Supply Technician		23.21
01420 - Survey Worker		18.82
01531 - Travel Clerk I		12.57
01532 - Travel Clerk II		13.48
01533 - Travel Clerk III		14.33
01611 - Word Processor I		13.30
01612 - Word Processor II		14.93
01613 - Word Processor III		16.98
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.44
05010 - Automotive Electrician		16.61
05040 - Automotive Glass Installer		15.52
05070 - Automotive Worker		15.52

05110 - Mobile Equipment Servicer	13.34
05130 - Motor Equipment Metal Mechanic	17.56
05160 - Motor Equipment Metal Worker	15.52
05190 - Motor Vehicle Mechanic	17.34
05220 - Motor Vehicle Mechanic Helper	12.24
05250 - Motor Vehicle Upholstery Worker	14.42
05280 - Motor Vehicle Wrecker	15.52
05310 - Painter, Automotive	16.62
05340 - Radiator Repair Specialist	15.52
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	17.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.65
07041 - Cook I	11.08
07042 - Cook II	12.90
07070 - Dishwasher	8.72
07130 - Food Service Worker	9.89
07210 - Meat Cutter	12.75
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.98
09040 - Furniture Handler	7.71
09080 - Furniture Refinisher	14.98
09090 - Furniture Refinisher Helper	11.03
09110 - Furniture Repairer, Minor	13.00
09130 - Upholsterer	16.48
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	10.39
11090 - Gardener	14.13
11122 - Housekeeping Aide	10.39
11150 - Janitor	10.39
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	9.59
11260 - Pruner	9.93
11270 - Tractor Operator	14.36
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	11.94
12000 - Health Occupations	
12010 - Ambulance Driver	15.34
12011 - Breath Alcohol Technician	17.33
12012 - Certified Occupational Therapist Assistant	26.46
12015 - Certified Physical Therapist Assistant	24.15
12020 - Dental Assistant	15.13
12025 - Dental Hygienist	31.91
12030 - EKG Technician	22.01
12035 - Electroneurodiagnostic Technologist	22.01
12040 - Emergency Medical Technician	15.34
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.32
12100 - Medical Assistant	15.38
12130 - Medical Laboratory Technician	17.89
12160 - Medical Record Clerk	14.69
12190 - Medical Record Technician	15.38
12195 - Medical Transcriptionist	15.86
12210 - Nuclear Medicine Technologist	34.45
12221 - Nursing Assistant I	10.55
12222 - Nursing Assistant II	11.87
12223 - Nursing Assistant III	12.95
12224 - Nursing Assistant IV	14.53

12235 - Optical Dispenser	17.57
12236 - Optical Technician	15.24
12250 - Pharmacy Technician	15.84
12280 - Phlebotomist	14.53
12305 - Radiologic Technologist	25.46
12311 - Registered Nurse I	26.32
12312 - Registered Nurse II	29.80
12313 - Registered Nurse II, Specialist	29.80
12314 - Registered Nurse III	36.61
12315 - Registered Nurse III, Anesthetist	36.61
12316 - Registered Nurse IV	43.22
12317 - Scheduler (Drug and Alcohol Testing)	19.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.01
13012 - Exhibits Specialist II	23.54
13013 - Exhibits Specialist III	28.80
13041 - Illustrator I	20.64
13042 - Illustrator II	25.57
13043 - Illustrator III	31.27
13047 - Librarian	31.86
13050 - Library Aide/Clerk	12.37
13054 - Library Information Technology Systems Administrator	26.99
13058 - Library Technician	16.53
13061 - Media Specialist I	16.17
13062 - Media Specialist II	18.41
13063 - Media Specialist III	20.54
13071 - Photographer I	15.54
13072 - Photographer II	17.83
13073 - Photographer III	21.43
13074 - Photographer IV	27.00
13075 - Photographer V	32.66
13110 - Video Teleconference Technician	16.88
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.41
14042 - Computer Operator II	18.36
14043 - Computer Operator III	20.47
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	25.19
14071 - Computer Programmer I	(see 1) 22.76
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.41
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.48
15020 - Aircrew Training Devices Instructor (Rated)	38.08
15030 - Air Crew Training Devices Instructor (Pilot)	42.90
15050 - Computer Based Training Specialist / Instructor	31.48
15060 - Educational Technologist	26.06
15070 - Flight Instructor (Pilot)	42.90
15080 - Graphic Artist	25.96
15090 - Technical Instructor	21.38
15095 - Technical Instructor/Course Developer	26.16
15110 - Test Proctor	17.26
15120 - Tutor	17.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	9.62
16030 - Counter Attendant	9.62
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.62
16090 - Presser, Hand	9.62
16110 - Presser, Machine, Drycleaning	9.62
16130 - Presser, Machine, Shirts	9.62
16160 - Presser, Machine, Wearing Apparel, Laundry	9.62
16190 - Sewing Machine Operator	12.52
16220 - Tailor	13.18
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.51
19040 - Tool And Die Maker	22.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.81
21030 - Material Coordinator	19.02
21040 - Material Expediter	19.02
21050 - Material Handling Laborer	12.17
21071 - Order Filler	11.60
21080 - Production Line Worker (Food Processing)	14.81
21110 - Shipping Packer	14.81
21130 - Shipping/Receiving Clerk	14.81
21140 - Store Worker I	9.45
21150 - Stock Clerk	14.43
21210 - Tools And Parts Attendant	14.81
21410 - Warehouse Specialist	14.81
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.81
23021 - Aircraft Mechanic I	23.31
23022 - Aircraft Mechanic II	24.81
23023 - Aircraft Mechanic III	26.28
23040 - Aircraft Mechanic Helper	15.59
23050 - Aircraft, Painter	18.88
23060 - Aircraft Servicer	18.80
23080 - Aircraft Worker	20.33
23110 - Appliance Mechanic	18.53
23120 - Bicycle Repairer	11.41
23125 - Cable Splicer	24.61
23130 - Carpenter, Maintenance	17.55
23140 - Carpet Layer	17.33
23160 - Electrician, Maintenance	19.25
23181 - Electronics Technician Maintenance I	21.43
23182 - Electronics Technician Maintenance II	23.32
23183 - Electronics Technician Maintenance III	25.75
23260 - Fabric Worker	17.63
23290 - Fire Alarm System Mechanic	18.83
23310 - Fire Extinguisher Repairer	14.71
23311 - Fuel Distribution System Mechanic	20.59
23312 - Fuel Distribution System Operator	15.49
23370 - General Maintenance Worker	16.44
23380 - Ground Support Equipment Mechanic	23.31
23381 - Ground Support Equipment Servicer	18.80
23382 - Ground Support Equipment Worker	20.33
23391 - Gunsmith I	14.71
23392 - Gunsmith II	17.40
23393 - Gunsmith III	19.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.01
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.23

23430	- Heavy Equipment Mechanic	19.94
23440	- Heavy Equipment Operator	18.20
23460	- Instrument Mechanic	18.69
23465	- Laboratory/Shelter Mechanic	18.62
23470	- Laborer	11.51
23510	- Locksmith	16.19
23530	- Machinery Maintenance Mechanic	22.48
23550	- Machinist, Maintenance	18.00
23580	- Maintenance Trades Helper	13.11
23591	- Metrology Technician I	18.69
23592	- Metrology Technician II	19.89
23593	- Metrology Technician III	21.08
23640	- Millwright	21.19
23710	- Office Appliance Repairer	17.94
23760	- Painter, Maintenance	17.51
23790	- Pipefitter, Maintenance	20.20
23810	- Plumber, Maintenance	19.23
23820	- Pneudraulic Systems Mechanic	19.85
23850	- Rigger	19.85
23870	- Scale Mechanic	17.40
23890	- Sheet-Metal Worker, Maintenance	18.24
23910	- Small Engine Mechanic	15.16
23931	- Telecommunications Mechanic I	23.92
23932	- Telecommunications Mechanic II	25.46
23950	- Telephone Lineman	21.16
23960	- Welder, Combination, Maintenance	18.69
23965	- Well Driller	18.71
23970	- Woodcraft Worker	19.85
23980	- Woodworker	14.71
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.81
24580	- Child Care Center Clerk	15.33
24610	- Chore Aide	9.40
24620	- Family Readiness And Support Services Coordinator	14.45
24630	- Homemaker	17.05
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	19.01
25040	- Sewage Plant Operator	20.16
25070	- Stationary Engineer	19.01
25190	- Ventilation Equipment Tender	12.90
25210	- Water Treatment Plant Operator	20.16
27000	- Protective Service Occupations	
27004	- Alarm Monitor	20.47
27007	- Baggage Inspector	10.61
27008	- Corrections Officer	25.15
27010	- Court Security Officer	28.50
27030	- Detection Dog Handler	18.11
27040	- Detention Officer	25.15
27070	- Firefighter	26.09
27101	- Guard I	10.61
27102	- Guard II	18.11
27131	- Police Officer I	30.90
27132	- Police Officer II	34.34
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	13.37
28042	- Carnival Equipment Repairer	14.74
28043	- Carnival Equipment Worker	9.40
28210	- Gate Attendant/Gate Tender	14.63
28310	- Lifeguard	13.49
28350	- Park Attendant (Aide)	16.39

28510	- Recreation Aide/Health Facility Attendant	11.96
28515	- Recreation Specialist	20.30
28630	- Sports Official	13.04
28690	- Swimming Pool Operator	19.77
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	22.76
29020	- Hatch Tender	22.76
29030	- Line Handler	22.76
29041	- Stevedore I	20.86
29042	- Stevedore II	24.67
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	37.85
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.10
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.74
30021	- Archeological Technician I	15.98
30022	- Archeological Technician II	18.25
30023	- Archeological Technician III	24.98
30030	- Cartographic Technician	25.86
30040	- Civil Engineering Technician	24.73
30061	- Drafter/CAD Operator I	18.66
30062	- Drafter/CAD Operator II	20.89
30063	- Drafter/CAD Operator III	23.28
30064	- Drafter/CAD Operator IV	28.66
30081	- Engineering Technician I	17.93
30082	- Engineering Technician II	21.92
30083	- Engineering Technician III	24.53
30084	- Engineering Technician IV	27.90
30085	- Engineering Technician V	34.13
30086	- Engineering Technician VI	41.29
30090	- Environmental Technician	19.85
30210	- Laboratory Technician	18.62
30240	- Mathematical Technician	25.86
30361	- Paralegal/Legal Assistant I	17.91
30362	- Paralegal/Legal Assistant II	22.18
30363	- Paralegal/Legal Assistant III	27.14
30364	- Paralegal/Legal Assistant IV	32.83
30390	- Photo-Optics Technician	25.86
30461	- Technical Writer I	23.25
30462	- Technical Writer II	28.46
30463	- Technical Writer III	31.36
30491	- Unexploded Ordnance (UXO) Technician I	24.06
30492	- Unexploded Ordnance (UXO) Technician II	29.10
30493	- Unexploded Ordnance (UXO) Technician III	34.89
30494	- Unexploded (UXO) Safety Escort	24.06
30495	- Unexploded (UXO) Sweep Personnel	24.06
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.28
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	25.86
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	9.78
31030	- Bus Driver	15.04
31043	- Driver Courier	14.92
31260	- Parking and Lot Attendant	9.46
31290	- Shuttle Bus Driver	16.45
31310	- Taxi Driver	10.67
31361	- Truckdriver, Light	16.45
31362	- Truckdriver, Medium	17.99
31363	- Truckdriver, Heavy	19.54
31364	- Truckdriver, Tractor-Trailer	19.54
99000	- Miscellaneous Occupations	
99030	- Cashier	9.31

99050 - Desk Clerk	10.67
99095 - Embalmer	22.48
99251 - Laboratory Animal Caretaker I	10.75
99252 - Laboratory Animal Caretaker II	11.86
99310 - Mortician	24.52
99410 - Pest Controller	14.45
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	15.31
99711 - Recycling Specialist	19.30
99730 - Refuse Collector	13.33
99810 - Sales Clerk	12.45
99820 - School Crossing Guard	11.80
99830 - Survey Party Chief	18.80
99831 - Surveying Aide	10.24
99832 - Surveying Technician	16.78
99840 - Vending Machine Attendant	12.85
99841 - Vending Machine Repairer	16.68
99842 - Vending Machine Repairer Helper	12.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

the request.

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

6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. P00006	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) COLLIER COUNTY OF 3319 TAMIAMI TRAIL E NAPLES FL 341124901	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0024/
		10B. DATED (SEE ITEM 13) 09/24/2007
CODE 1872175260000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification FAR 52.222-43

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: 187217526
Contracting Officer's Representative: [REDACTED]
305-207-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]

The Government hereby issues this modification to incorporate the most recent Department of Labor Wage Determination, 2015-4545, Revision 5, dated 1/10/2018. The Wage Determination becomes effective 6/1/2018, upon issuance of a new task order.

All other terms and conditions remain unchanged.
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	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		May 9, 2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0024//P00006

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
COLLIER COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Sensitive Award: NONE				

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	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
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COLLIER COUNTY OF 3319 TAMIAMI TRAIL E NAPLES FL 341124901	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0024/
	10B. DATED (SEE ITEM 13) 09/24/2007
CODE 1872175260000 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. FA LURE 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	Unilateral Modification FAR 52.222-43

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: 187217526
Contracting Officer's Representative: [REDACTED]
305-207-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

The Government hereby issues this modification to incorporate the most recent Department of Labor Wage Determination, 2015-4545, Revision 8, dated 12/26/2018. The Wage Determination becomes effective 6/1/2019, upon establishment of the new task order. All other terms and conditions remain unchanged.

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

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

2. AMENDMENT/MODIFICATION NO. P00008
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW [REDACTED]
 WASHINGTON DC 20536
 7. ADMINISTERED BY (If other than Item 6) CODE 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)
 COLLIER COUNTY OF
 3319 TAMiami TRAIL E
 NAPLES FL 341124901
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 DROIGSA-07-0024/
 10B. DATED (SEE ITEM 13)
 09/24/2007
 CODE 1872175260000 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).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 IAW DROIGSA-07-0024
 D. OTHER (Specify type of modification and authority)

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: 187217526
 Contracting Officer's Representative: [REDACTED]
 305-207-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to:

- 1) Update the applicable National Detention Standards from NDS 2000 to NDS 2019 (<https://www.ice.gov/detention-standards/2019>);
- 2) Incorporate Robotics Process Automation (RPA) as described in Attachment 1, with the "RPA Detention-Transportation Invoice Template" (Attachment 2); and

Continued ...

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

[REDACTED] Finance Director [REDACTED] (or print)
 15C. DATE SIGNED 02/6/2020
 16C. DATE SIGNED 2/6/2020

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0024//P00008

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
COLLIER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Incorporate Bed Space Tracking Initiative (BSTI) as described in Attachment 3, with the "ICE BSTI Email Submission Form" (Attachment 4).</p> <p>All other terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00009 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/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)
 COLLIER COUNTY OF
 3319 TAMiami TRAIL E
 NAPLES FL 341124901
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 DROIGSA-07-0024/
 10B. DATED (SEE ITEM 13)
 09/24/2007
 CODE 1872175260000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
X	D. OTHER (Specify type of modification and authority) IAW DROIGSA-07-0024

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: 187217526

Contracting Officer's Representative: [REDACTED]
 305-207-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this unilateral modification is to incorporate the Department of Labor Wage Determination 2015-4545, Revision 11, dated 23 December 2019. The following payroll data must be submitted to support any request for a price adjustment:

- A. Employee Name and WD Job Classification Title/Number
 - B. Actual hours paid and/or worked
- Continued

[REDACTED] the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED]
 15C. DATE SIGNED [REDACTED] SIGNED
 [REDACTED] 05/12/2020
 [Signature: Manager Director]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0024//P00009

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NAME OF OFFEROR OR CONTRACTOR
COLLIER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>C. Actual hourly wage and wage rates used in previous performance period D. Actual H&W wages and rates used in previous performance period E. How was H&W paid? (i.e., cash to employees or paid to third party) F. Applicable workers compensation rate (if H&W was paid in cash to employee) G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA))</p> <p>The Contractor shall notify the Contracting Officer of any price increase claimed under clause 52.222-43, Fair Labor Standards Act and Service Contracts Labor Standards - Price Adjustment (Multiple Year & Option Contracts) within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>All other terms and conditions remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT D CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	70CDCR	7. ADMINISTERED BY (If other than Item 6) CODE	0005CA
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC		FAA OAKLAND INTERNATIONAL AIRPORT 1 AIRPORT DRIVE OAKLAND CA 94621	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COLLIER COUNTY OF 3319 TAMIAMI TRAIL E NAPLES FL 341124901		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1872175260000			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0024/
			10B. DATED (SEE ITEM 13) 09/24/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW DROIGSA-07-0024

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: 187217526

Contracting Officer's Representative: [REDACTED]

Contracting Officer: [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. 2015-4545, revision 13, dated 12/21/2020 is hereby attached and incorporated with an effective date of 7/1/2021.

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0024//P00010

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
COLLIER COUNTY OF

ITEM NO. (A)	SUPPL ES/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"> A. Employee Name and WD Job Classification Title/Number B. Actual hours paid and/or worked C. Actual hourly wage and wage rates used in previous performance period D. Actual H&W wages and rates used in previous performance period E. How was H&W paid? (i.e., cash to employees or paid to third party) F. Applicable workers compensation rate (if H&W was paid in cash to employee) G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA)) <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. Period of Performance: 06/01/2021 to 05/31/2022</p>				

IGSA #DROIGSA-07-0024
INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL
AND
COLLIER COUNTY, NAPLES FLORIDA

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and COLLIER COUNTY, NAPLES FLORIDA ("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):

Collier County
Naples Jail Center
3301 E. Tamiami Trail, Bldg. J
Naples, FL 34112

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 the 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 \$71.00. 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.

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 Naples Jail Center. 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. 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 that 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 XVII.

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, offsite 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, and 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: (866) 718-6947

FAX: (866) 475-9349

Via website: 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

- 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. OffSite 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. Employment Screening Requirements

- A. General. The Service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.
- B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:
1. Felony convictions
 2. Conviction of a sex crime
 3. Offense/s involving a child victim
 4. Felony drug convictions
 5. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
 6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or

undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.

The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.

The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.

- C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Service Provider.

The COTR and Contracting Officer shall have the right to inspect the procedures, methods, all documentation and facilities utilized by the Service Provider in complying with the security requirements under this Agreement. Should ICE determine that the Service Provider is not complying with the security requirements of this Agreement, the Service Provider shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with these employment screening requirements.

Article IX. 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 intention to terminate the agreement, 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 XI.
- 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 X. 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 IX and XI.
- 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 XI. 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 XII. 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 XI 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 XIII. 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
Deportation Unit Miami Field Office
Phone: 954-545-[REDACTED]
Fax: 954-973-3325

- 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 (30th) 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 XIV. 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 XV. 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 XVI. 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 XVII. 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 air/ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. Transportation between the facility and ICE offices, plus related mileage is included in the daily per diem rate. Other 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.
- 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 officer or officers, 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 COTR. The Service Providers 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/do/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 [redacted] 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 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.

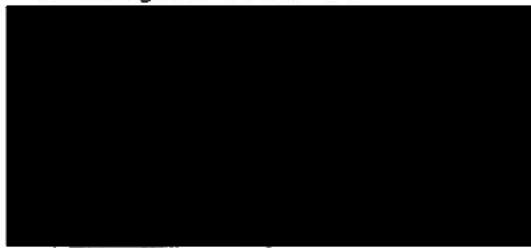
Article XVIII. Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) will be appointed by the Contracting Officer. 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.

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

ACCEPTED:

U.S. Immigration and Customs Enforcement



Date: 9/24/07

ACCEPTED:

Collier County, Naples Florida

Donald Hunter
Sheriff, Collier Co., Naples FL

By:

Date: 21 SEPT 07

The Intergovernmental Service Agreement Number is PROIGSA-07-0024

WD 15-4545 (Rev.-8) was first posted on www.wdol.gov on 01/01/2019

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-4545
Director	Wage Determinations		Revision No.: 8
			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.

State: Florida

Area: Florida County of Collier

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.95
01012 - Accounting Clerk II		17.90
01013 - Accounting Clerk III		20.03
01020 - Administrative Assistant		24.90
01035 - Court Reporter		18.82
01041 - Customer Service Representative I		12.70
01042 - Customer Service Representative II		14.29
01043 - Customer Service Representative III		15.59
01051 - Data Entry Operator I		15.45
01052 - Data Entry Operator II		16.85
01060 - Dispatcher, Motor Vehicle		17.75
01070 - Document Preparation Clerk		13.94
01090 - Duplicating Machine Operator		13.94
01111 - General Clerk I		13.08
01112 - General Clerk II		14.27
01113 - General Clerk III		16.02
01120 - Housing Referral Assistant		20.88
01141 - Messenger Courier		13.50
01191 - Order Clerk I		13.62
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		15.88
01262 - Personnel Assistant (Employment) II		18.07
01263 - Personnel Assistant (Employment) III		20.30
01270 - Production Control Clerk		21.52
01290 - Rental Clerk		14.93
01300 - Scheduler, Maintenance		16.74
01311 - Secretary I		16.74
01312 - Secretary II		18.73
01313 - Secretary III		20.88
01320 - Service Order Dispatcher		15.87

01410 - Supply Technician	24.90
01420 - Survey Worker	18.82
01460 - Switchboard Operator/Receptionist	15.17
01531 - Travel Clerk I	14.60
01532 - Travel Clerk II	15.86
01533 - Travel Clerk III	18.87
01611 - Word Processor I	13.95
01612 - Word Processor II	16.74
01613 - Word Processor III	18.73
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.21
05010 - Automotive Electrician	18.53
05040 - Automotive Glass Installer	17.29
05070 - Automotive Worker	17.29
05110 - Mobile Equipment Servicer	14.67
05130 - Motor Equipment Metal Mechanic	19.91
05160 - Motor Equipment Metal Worker	17.29
05190 - Motor Vehicle Mechanic	19.91
05220 - Motor Vehicle Mechanic Helper	13.46
05250 - Motor Vehicle Upholstery Worker	16.00
05280 - Motor Vehicle Wrecker	17.29
05310 - Painter, Automotive	18.53
05340 - Radiator Repair Specialist	17.29
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	19.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.92
07041 - Cook I	14.62
07042 - Cook II	17.17
07070 - Dishwasher	10.92
07130 - Food Service Worker	12.95
07210 - Meat Cutter	15.87
07260 - Waiter/Waitress	11.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.48
09040 - Furniture Handler	9.02
09080 - Furniture Refinisher	16.48
09090 - Furniture Refinisher Helper	12.13
09110 - Furniture Repairer, Minor	14.30
09130 - Upholsterer	17.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.37
11060 - Elevator Operator	11.43
11090 - Gardener	17.20
11122 - Housekeeping Aide	11.43
11150 - Janitor	11.43
11210 - Laborer, Grounds Maintenance	12.37
11240 - Maid or Houseman	12.31
11260 - Pruner	10.76
11270 - Tractor Operator	15.58
11330 - Trail Maintenance Worker	12.37
11360 - Window Cleaner	13.13
12000 - Health Occupations	
12010 - Ambulance Driver	19.77
12011 - Breath Alcohol Technician	19.77
12012 - Certified Occupational Therapist Assistant	27.12
12015 - Certified Physical Therapist Assistant	29.56
12020 - Dental Assistant	18.92
12025 - Dental Hygienist	35.10
12030 - EKG Technician	29.29
12035 - Electroneurodiagnostic Technologist	29.29
12040 - Emergency Medical Technician	19.77

12071 - Licensed Practical Nurse I	17.67
12072 - Licensed Practical Nurse II	19.77
12073 - Licensed Practical Nurse III	22.04
12100 - Medical Assistant	18.17
12130 - Medical Laboratory Technician	20.61
12160 - Medical Record Clerk	19.31
12190 - Medical Record Technician	20.47
12195 - Medical Transcriptionist	17.10
12210 - Nuclear Medicine Technologist	41.95
12221 - Nursing Assistant I	11.10
12222 - Nursing Assistant II	12.49
12223 - Nursing Assistant III	13.62
12224 - Nursing Assistant IV	15.29
12235 - Optical Dispenser	19.33
12236 - Optical Technician	17.67
12250 - Pharmacy Technician	15.84
12280 - Phlebotomist	15.09
12305 - Radiologic Technologist	27.90
12311 - Registered Nurse I	26.32
12312 - Registered Nurse II	29.80
12313 - Registered Nurse II, Specialist	29.80
12314 - Registered Nurse III	36.61
12315 - Registered Nurse III, Anesthetist	36.61
12316 - Registered Nurse IV	43.22
12317 - Scheduler (Drug and Alcohol Testing)	24.49
12320 - Substance Abuse Treatment Counselor	33.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.31
13012 - Exhibits Specialist II	30.11
13013 - Exhibits Specialist III	36.83
13041 - Illustrator I	24.97
13042 - Illustrator II	30.94
13043 - Illustrator III	37.84
13047 - Librarian	35.96
13050 - Library Aide/Clerk	13.79
13054 - Library Information Technology Systems Administrator	32.47
13058 - Library Technician	18.92
13061 - Media Specialist I	21.53
13062 - Media Specialist II	24.31
13063 - Media Specialist III	27.09
13071 - Photographer I	20.68
13072 - Photographer II	23.73
13073 - Photographer III	28.52
13074 - Photographer IV	35.94
13075 - Photographer V	43.47
13090 - Technical Order Library Clerk	17.32
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.41
14042 - Computer Operator II	18.36
14043 - Computer Operator III	20.47
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	25.19
14071 - Computer Programmer I	(see 1) 22.76
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.41

14160 - Personal Computer Support Technician	22.75
14170 - System Support Specialist	24.19
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.48
15020 - Aircrew Training Devices Instructor (Rated)	38.08
15030 - Air Crew Training Devices Instructor (Pilot)	42.90
15050 - Computer Based Training Specialist / Instructor	31.48
15060 - Educational Technologist	26.06
15070 - Flight Instructor (Pilot)	42.90
15080 - Graphic Artist	25.96
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	40.75
15086 - Maintenance Test Pilot, Rotary Wing	40.75
15088 - Non-Maintenance Test/Co-Pilot	40.75
15090 - Technical Instructor	21.38
15095 - Technical Instructor/Course Developer	26.16
15110 - Test Proctor	17.26
15120 - Tutor	17.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.97
16030 - Counter Attendant	9.97
16040 - Dry Cleaner	12.39
16070 - Finisher, Flatwork, Machine	9.97
16090 - Presser, Hand	9.97
16110 - Presser, Machine, Drycleaning	9.97
16130 - Presser, Machine, Shirts	9.97
16160 - Presser, Machine, Wearing Apparel, Laundry	9.97
16190 - Sewing Machine Operator	13.18
16220 - Tailor	13.98
16250 - Washer, Machine	10.79
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.26
19040 - Tool And Die Maker	24.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.81
21030 - Material Coordinator	21.12
21040 - Material Expediter	21.12
21050 - Material Handling Laborer	12.17
21071 - Order Filler	12.48
21080 - Production Line Worker (Food Processing)	14.81
21110 - Shipping Packer	14.81
21130 - Shipping/Receiving Clerk	14.81
21140 - Store Worker I	10.03
21150 - Stock Clerk	15.30
21210 - Tools And Parts Attendant	14.81
21410 - Warehouse Specialist	14.81
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.81
23019 - Aircraft Logs and Records Technician	18.80
23021 - Aircraft Mechanic I	23.31
23022 - Aircraft Mechanic II	24.81
23023 - Aircraft Mechanic III	26.28
23040 - Aircraft Mechanic Helper	15.59
23050 - Aircraft, Painter	18.88
23060 - Aircraft Servicer	18.80
23070 - Aircraft Survival Flight Equipment Technician	18.88
23080 - Aircraft Worker	20.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.33
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.31
23110 - Appliance Mechanic	18.53
23120 - Bicycle Repairer	13.81

23125 - Cable Splicer	24.61
23130 - Carpenter, Maintenance	18.50
23140 - Carpet Layer	19.06
23160 - Electrician, Maintenance	20.79
23181 - Electronics Technician Maintenance I	22.44
23182 - Electronics Technician Maintenance II	24.05
23183 - Electronics Technician Maintenance III	25.84
23260 - Fabric Worker	17.63
23290 - Fire Alarm System Mechanic	20.71
23310 - Fire Extinguisher Repairer	14.71
23311 - Fuel Distribution System Mechanic	20.59
23312 - Fuel Distribution System Operator	15.49
23370 - General Maintenance Worker	18.27
23380 - Ground Support Equipment Mechanic	23.31
23381 - Ground Support Equipment Servicer	18.80
23382 - Ground Support Equipment Worker	20.33
23391 - Gunsmith I	14.71
23392 - Gunsmith II	17.40
23393 - Gunsmith III	19.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.37
23430 - Heavy Equipment Mechanic	21.76
23440 - Heavy Equipment Operator	18.79
23460 - Instrument Mechanic	18.80
23465 - Laboratory/Shelter Mechanic	18.62
23470 - Laborer	11.51
23510 - Locksmith	17.50
23530 - Machinery Maintenance Mechanic	22.48
23550 - Machinist, Maintenance	18.00
23580 - Maintenance Trades Helper	13.43
23591 - Metrology Technician I	18.80
23592 - Metrology Technician II	20.03
23593 - Metrology Technician III	21.27
23640 - Millwright	21.19
23710 - Office Appliance Repairer	17.94
23760 - Painter, Maintenance	17.51
23790 - Pipefitter, Maintenance	20.76
23810 - Plumber, Maintenance	19.33
23820 - Pneudraulic Systems Mechanic	19.85
23850 - Rigger	19.85
23870 - Scale Mechanic	17.40
23890 - Sheet-Metal Worker, Maintenance	18.24
23910 - Small Engine Mechanic	18.35
23931 - Telecommunications Mechanic I	24.88
23932 - Telecommunications Mechanic II	26.52
23950 - Telephone Lineman	21.16
23960 - Welder, Combination, Maintenance	18.69
23965 - Well Driller	18.80
23970 - Woodcraft Worker	19.85
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24550 - Case Manager	18.85
24570 - Child Care Attendant	11.45
24580 - Child Care Center Clerk	15.33
24610 - Chore Aide	12.27
24620 - Family Readiness And Support Services Coordinator	18.85
24630 - Homemaker	18.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.01

25040 - Sewage Plant Operator	24.94
25070 - Stationary Engineer	19.01
25190 - Ventilation Equipment Tender	12.90
25210 - Water Treatment Plant Operator	24.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.47
27007 - Baggage Inspector	12.79
27008 - Corrections Officer	26.81
27010 - Court Security Officer	28.50
27030 - Detection Dog Handler	18.11
27040 - Detention Officer	26.81
27070 - Firefighter	29.13
27101 - Guard I	12.79
27102 - Guard II	18.11
27131 - Police Officer I	30.90
27132 - Police Officer II	34.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.04
28042 - Carnival Equipment Repairer	15.50
28043 - Carnival Worker	9.70
28210 - Gate Attendant/Gate Tender	15.44
28310 - Lifeguard	13.75
28350 - Park Attendant (Aide)	17.27
28510 - Recreation Aide/Health Facility Attendant	12.61
28515 - Recreation Specialist	21.40
28630 - Sports Official	13.75
28690 - Swimming Pool Operator	19.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.76
29020 - Hatch Tender	22.76
29030 - Line Handler	22.76
29041 - Stevedore I	20.86
29042 - Stevedore II	24.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	18.66
30022 - Archeological Technician II	20.89
30023 - Archeological Technician III	24.98
30030 - Cartographic Technician	25.86
30040 - Civil Engineering Technician	29.92
30051 - Cryogenic Technician I	24.77
30052 - Cryogenic Technician II	25.84
30061 - Drafter/CAD Operator I	18.66
30062 - Drafter/CAD Operator II	20.89
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.66
30081 - Engineering Technician I	17.93
30082 - Engineering Technician II	21.92
30083 - Engineering Technician III	24.53
30084 - Engineering Technician IV	27.90
30085 - Engineering Technician V	34.13
30086 - Engineering Technician VI	41.29
30090 - Environmental Technician	21.13
30095 - Evidence Control Specialist	21.13
30210 - Laboratory Technician	19.02
30221 - Latent Fingerprint Technician I	23.40
30222 - Latent Fingerprint Technician II	25.84
30240 - Mathematical Technician	25.86
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.41

30363 - Paralegal/Legal Assistant III	27.41
30364 - Paralegal/Legal Assistant IV	33.16
30375 - Petroleum Supply Specialist	25.84
30390 - Photo-Optics Technician	25.86
30395 - Radiation Control Technician	25.84
30461 - Technical Writer I	23.25
30462 - Technical Writer II	28.46
30463 - Technical Writer III	31.36
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	28.66
30502 - Weather Forecaster II	34.86
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.28
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.86
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	10.42
31030 - Bus Driver	15.83
31043 - Driver Courier	14.92
31260 - Parking and Lot Attendant	10.39
31290 - Shuttle Bus Driver	16.45
31310 - Taxi Driver	13.61
31361 - Truckdriver, Light	16.45
31362 - Truckdriver, Medium	17.99
31363 - Truckdriver, Heavy	19.54
31364 - Truckdriver, Tractor-Trailer	19.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.98
99050 - Desk Clerk	13.58
99095 - Embalmer	24.52
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.99
99260 - Marketing Analyst	28.64
99310 - Mortician	24.52
99410 - Pest Controller	14.45
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	15.31
99711 - Recycling Specialist	19.30
99730 - Refuse Collector	13.33
99810 - Sales Clerk	12.50
99820 - School Crossing Guard	11.80
99830 - Survey Party Chief	25.03
99831 - Surveying Aide	13.63
99832 - Surveying Technician	22.34
99840 - Vending Machine Attendant	17.04
99841 - Vending Machine Repairer	22.21
99842 - Vending Machine Repairer Helper	17.04

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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