

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

P00001

3. EFFECTIVE DATE

10/06/2008

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

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]
Attn: [REDACTED]
Washington DC 20536

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

PLYMOUTH COUNTY OF
24 LONG POND RD
PLYMOUTH MA 023602606

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-08-0040

10B. DATED (SEE ITEM 11)

09/22/2008

CODE 7847906510000

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.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 784790651

Contracting Officer POC: [REDACTED] (202) 616-[REDACTED]

Contract Specialist POC: [REDACTED] (202) 307-[REDACTED]

The purpose of this modification is to revise the procedure for Providers to submit their invoices for Agreement DROIGSA-08-0040. This revised procedure is effective commencing November 3, 2008 and pertains to all invoices submitted on that date and thereafter.

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

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)

10 OCT 2008

NSN 7540-01-152-8070
Previous edition unusable

FORM 30 (REV. 10-83)
by GSA

FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR

PLYMOUTH COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Invoices shall be submitted via one of the following three methods:</p> <p>By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-(Insert Field Office Boston/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 November 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; Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00001

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>the name of each ICE resident/detainee; resident's/detainee's A-number; specific dates of detention for each 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>3. All other terms and conditions remain the same. Period of Performance: 10/01/2008 to 09/30/2013</p> | | | | |

| | | | |
|--|------------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 5 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 6. PROJECT NO. (if applicable) |
| 6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536 | CODE ICE/DM/DC-DC | 7. ADMINISTERED BY (if other than Item 6) | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PLYMOUTH COUNTY OF 24 LONG POND RD PLYMOUTH MA 023602606 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 7847906510000 | FACILITY CODE | X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0040 | 10B. DATED (SEE ITEM 13) 09/22/2008 |

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) Bilateral Modification - 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: 784790651
 Contracting Officer POC: [REDACTED] (202) 732-[REDACTED]
 Contract Specialist POC: [REDACTED] (202) 732-[REDACTED]
 COR: [REDACTED] (781) 359-[REDACTED]

There is no requisition associated with this action.

The purpose of this bilateral modification P00002 is to:

- 1) Extend the period of performance of agreement #DROIGSA-08-0040 by 60 months. "Article IX- Period of Performance, paragraph A" is modified as follows:

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.

| | | | |
|---|--|-----------------------------|--|
| [REDACTED] | | [REDACTED] | |
| 15C. DATE SIGNED 9/19/13 | | 16C. DATE SIGNED 9/20/13 | |
| GSA FORM 30 (REV. 10-85) by GSA FAR (48 CFR) 53.243 | | | |

| | | | |
|--|------------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 5 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536 | CODE ICE/DM/DC-DC | 7. ADMINISTERED BY (If other than Item 6) | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PLYMOUTH COUNTY OF 24 LONG POND RD PLYMOUTH MA 023602606 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 7847906510000 | FACILITY CODE | x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0040 | 10B. DATED (SEE ITEM 13) 09/22/2008 |
| 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) Bilateral Modification - 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: 784790651

Contracting Officer POC: [REDACTED] (202) 732-[REDACTED]

Contract Specialist POC: [REDACTED] (202) 732-[REDACTED]

COR: [REDACTED] (781) 359-[REDACTED]

There is no requisition associated with this action.

The purpose of this bilateral modification P00002 is to:

1) Extend the period of performance of agreement #DROIGSA-08-0040 by 60 months. "Article IX- Period of Performance, paragraph A" is modified as follows:

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) | |
| [REDACTED] | | [REDACTED] | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| [REDACTED] (Signature of person authorized to sign) | | [REDACTED] (Signature of Contracting Officer) | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00002

PAGE OF
2 5

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>From: [REDACTED] months By: [REDACTED] months To: [REDACTED] months</p> <p>2) Incorporate the following pricing table into "Article I. Purpose" as follows:</p> <p>IGSA Prices:</p> <p>Article I: Bed Rate: [REDACTED] Article XVII: Transportation Hourly Rate: [REDACTED] Article XVII: Mileage Rate: Pursuant to current GSA federal travel allowance rates</p> <p>3) Replace "Article XIII. Enrollment, Invoicing and Payment, paragraph B. Invoicing", with the following updated invoicing instructions:</p> <p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>Invoice.Consolidation@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO/DRO-FOD-FBO Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00002

PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly</p> <p>Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00002

PAGE OF
4 5

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY OF


| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services: (1) Bed day rate; (2) Residents/detainees check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Residents/detainees identification information</p> <p>(iv). Transportation Services: (1) The mileage rate being applied for that invoice. (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00002

PAGE OF
5 5

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. Use shredders when discarding paper documents containing Sensitive PII. Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at </p> <p>f for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov Period of Performance: 09/22/2008 to 09/21/2018 All other terms and conditions of DROIGSA-08-0040 remain unchanged.</p> | | | | |

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|---|------------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 20536 | CODE ICE/DCR | 7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Washington DC 20536 | CODE ICE/DCR |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PLYMOUTH COUNTY SHERIFFS DEPARTMENT 24 LONG POND RD PLYMOUTH MA 023602606 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 7847906510000 FACILITY CODE | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0040 | 10B. DATED (SEE ITEM 13) 09/22/2008 |

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.

| | |
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| 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) Bilateral Modification - To establish the OT Transportation Rate |

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: 784790651

Contracting Officer POC: [Redacted] (202) 732-[Redacted]

Contract Specialist POC: [Redacted] (202) 732-[Redacted]

COR: [Redacted] (781) 359-[Redacted]

The purpose of this modification is to incorporate an overtime transportation rate. The overtime rate is calculated at rate of [Redacted]. Funding will be provided on the task order.

It is also noted that wages are to be paid in accordance with the area wide wage determination #2005-2255 Rev. 18 from the Department of Labor. (Please see attachment A)

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 | [Redacted] | 15C. DATE SIGNED 8/17/2008 | [Redacted] |
| 15B | [Redacted] | | |
| NSI | [Redacted] | | |
| Pre | [Redacted] | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00003

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY SHERIFFS DEPARTMENT

| ITEM NO. (A) | SUPPL ES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0003 | <p>This modification will become effective September 1, 2015.</p> <p>Exempt Action: Y Period of Performance: 09/22/2008 to 09/21/2018</p> <p>Add Item 0003 as follows:</p> <p>Overtime Guard Transportation Rate - [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions of DROIGSA-08-0040 remain unchanged.</p> | | EA | [REDACTED] | 0.00 |

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00004 See Block 16C

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (if other than item 6) CODE ICE/DCR

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 PLYMOUTH COUNTY SHERIFFS DEPARTMENT
 24 LONG POND RD
 PLYMOUTH MA 023602606

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DROIGSA-08-0040
 10B. DATED (SEE ITEM 13)
 09/22/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.108(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not. is required to sign this document and return 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: 784790651
 COR: [REDACTED] 781-359-[REDACTED]
 CO: [REDACTED] 202-732-[REDACTED]
 CS: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to extend the period of performance of this IGSA #DROIGSA-08-0040 from September 21, 2018 to September 21, 2023.
 Exempt Action: Y Sensitive Award: NONE
 Period of Performance: 09/22/2008 to 09/21/2023
 All other terms and conditions of DROIGSA-08-0040 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.

[REDACTED] Director ATF
 15C. DATE SIGNED 10/17/2018
 16C. DATE SIGNED

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00005 See Block 16C

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR

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

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

PLYMOUTH COUNTY OF INC
 ATTN [REDACTED]
 24 LONG POND RD
 PLYMOUTH MA 023602606

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DROIGSA-08-0040

10B. DATED (SEE ITEM 13)
 09/22/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X Mutual Agreement of 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: 784790651
 CONTACT INFORMATION
 Contracting Officer's Representative (COR): [REDACTED] 781-359-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to:
 1) Change the standards from NDS 2000 to NDS 2019.
<https://www.ice.gov/detention-standards/2019>
 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.

15C. DATE SIGNED
 [Signature] 01/11/2008
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00005

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY OF INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>2) Incorporate the Robotics Process Automation (RPA) (description in the Attachment 1), along with the RPA Detention-Transportation Invoice Template (Attachment 2).</p> <p>3) Incorporate the Bed Space Tracking Initiative (BSTI) (description in Attachment 3), along with the ICE BSTI Email Submission Form (Attachment 4).</p> <p>4) Incorporate Wage Determination # 2015-4047 Rev 12 dated 12/23/2019 (Attachment 5)</p> <p>Attachments: Attachment 1_Robotics Process Automation (RPA) Contract Requirement Attachment 2_RPA Detention-Transportation Invoice Template Attachment 3_Bed Space Tracking Initiative (BSTI) Contract Requirement Attachment 4_ICE BSTI Email Submission Form Attachment 5_Wage Determination #2015-4047 Rev 12 dated 12/23/2019 Period of Performance: 09/22/2008 to 09/21/2023 All other terms and conditions of DROIGSA-08-0040 remain unchanged.</p> | | | | |

| | | | |
|---|------------------------------------|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00006 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|------------------------------------|----------------------------------|--------------------------------|

| | |
|--|---|
| 6. ISSUED BY ICE/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 |
|--|---|

| | |
|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PLYMOUTH COUNTY SHERIFFS DEPARTMENT ATTN [REDACTED] 24 LONG POND RD PLYMOUTH MA 023602606 | 9A. AMENDMENT OF SOLICITATION NO. (x) |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0040 |
| | 10B. DATED (SEE ITEM 13) 09/22/2008 |
| CODE 7847906510000 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. |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

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

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

DUNS Number: 784790651

CONTACT INFORMATION

Contracting Officer's Representative (COR): [REDACTED] 781-359-[REDACTED]

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

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

The purpose of this modification is to make the following changes effective 08/01/2020:

- 1) Update the reimbursement rate in CLIN 0002 due to Wage Determination #2015-4047 Revision 12 incorporated in P00005
- Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00006

PAGE OF
2 49

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY SHERIFFS DEPARTMENT

| ITEM NO. (A) | SUPPL ES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>From [REDACTED] By [REDACTED] To [REDACTED]</p> <p>2) Update the reimbursement rate in CLIN 0003 due to Wage Determination #2015-4047 Revision 12 incorporated in P00005</p> <p>From [REDACTED] By [REDACTED] To [REDACTED]</p> <p>3) Incorporate the Collective Bargaining Agreement between the Commonwealth of Massachusetts and the Association of County Employees dated July 1, 2017.</p> <p>Period of Performance: 09/22/2008 to 09/21/2023</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> | | | | |
| 0002 | <p>Transportation / Guard Service - Provide all air, ground/transportation services as may be required to transport detainees securely to location as directed by the ICE COTR or designated ICE official. Transportation between the facility and Ice offices, plus related mileage is included in the per diem rate. Other ICE directed transportation/ guard services are reimbursed at the rate of [REDACTED] per hour. Transportation mileage shall be reimbursed at the mileage rate pursuant to the current General Services Administration (GSA) federal travel allowance rates.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> | | HR | [REDACTED] | 0.00 |
| 0003 | <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Overtime Guard Transportation Rate - [REDACTED]</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions of DROIGSA-08-0040 remain unchanged.</p> | | EA | [REDACTED] | 0.00 |

| | | | |
|---|------------------------------------|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00007 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|------------------------------------|----------------------------------|--------------------------------|

| | |
|--|---|
| 6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 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 |
|--|---|

| | |
|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PLYMOUTH COUNTY SHERIFFS DEPARTMENT ATTN [REDACTED] 24 LONG POND RD PLYMOUTH MA 023602606 | 9A. AMENDMENT OF SOLICITATION NO. (x) |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0040 |
| | 10B. DATED (SEE ITEM 13) 09/22/2008 |
| CODE 7847906510000 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. |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

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

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

DUNS Number: 784790651

CONTACT INFORMATION

Contracting Officer's Representative (COR): [REDACTED], 781-359-[REDACTED], [REDACTED]

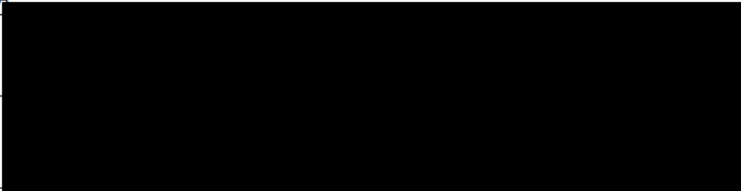
Contracting Officer: [REDACTED], 202-732-[REDACTED]

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

The purpose of this modification is to incorporate the Collective Bargaining Agreement between the Commonwealth of Massachusetts and the Association of County Employees dated August 13, 2020.

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00007

PAGE OF
2 7

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY SHERIFFS DEPARTMENT

| ITEM NO. (A) | SUPPL ES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 09/22/2008 to 09/21/2023 All other terms and conditions of DROIGSA-08-0040 remain unchanged. | | | | |

| | | | |
|--|------------------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00008 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536 | CODE 70CDCR | 7. ADMINISTERED BY (if other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536 | CODE ICE/DCR |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PLYMOUTH COUNTY SHERIFFS DEPARTMENT ATTN JOSEPH MCDONALD 24 LONG POND RD PLYMOUTH MA 023602606 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 7847906510000 FACILITY CODE | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0040 | 10B. DATED (SEE ITEM 13) 09/22/2008 |

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.

| | |
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| 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) Mutual Agreement |

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

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

DUNS Number: 784790651

CONTACT INFORMATION

Contracting Officer's Representative (COR): [REDACTED] 781-359-[REDACTED]

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

Contract Specialist: [REDACTED] 202-923-[REDACTED]

The purpose of this modification is to incorporate Attachment 1 - Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

All other terms and conditions of this IGSA 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)

16C. DATE SIGNED

10-26-21

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0040/P00008

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
PLYMOUTH COUNTY SHERIFFS DEPARTMENT

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 09/22/2008 to 09/21/2023 | | | | |

**Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.
(OCT 2021) (DEVIATION)**

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

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

PLYMOUTH COUNTY CORRECTIONAL FACILITY, PLYMOUTH, MA 02360

Dated: 

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and **PLYMOUTH COUNTY CORRECTIONAL FACILITY** ("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):

Plymouth County Correctional Facility
26 Long Pond Road
Plymouth, MA 02360

INTERGOVERNMENTAL SERVICE AGREEMENT

- ATTACHMENT 1— Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- ATTACHMENT 2 – Wage Determination Number 2005-2255, Rev 8, Dated 05/29/2009

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the **PLYMOUTH COUNTY CORRECTIONAL FACILITY** and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement


Contracting Officer

E

Date: 9/22/08

ACCEPTED:

PLYMOUTH COUNTY CORRECTIONAL FACILITY

Joseph D. McDonald Jr.
Sheriff, Plymouth County

By: 

Date: 9-18-2009

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 [REDACTED] ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

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 **PLYMOUTH COUNTY CORRECTIONAL FACILITY**. 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**. [REDACTED] ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.

Article VI. Medical Services

- A. Auspices of Health Authority: The Service Provider shall provide ICE detainees with on-site health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on-site.
- B. Level of Professionalism: The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS).
- C. Access to Health Care: The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.
- D. On-Site Health Care: The Service Provider shall furnish on-site health care under this Agreement. **The Service Provider shall not charge any ICE detainee an additional fee or Co-payment for medical services or treatment provided at the Service Provider's facility.** The Service Provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates.

On-site health care services shall include arrival screening within twenty-four (24) hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, and contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

- E. Arrival Screening: Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical). The health care service provider or trained health care personnel may perform the arrival screening.
- F. Acceptance of Detainees with Extreme Health Conditions: If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify the ICE COTR or the designated ICE official. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. DIHS Pre-Approval for Non-Emergency Off-Site Care: The Service Provider shall obtain DIHS approval for any non-emergency, off-site healthcare for any detainee. DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical health services to DIHS. For medical care provided outside the facility, DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

Phone: (888) 718-8947

FAX: (866) 475-9349

Via website: www.inshealth.org

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

- H. Emergency Medical Care: The Service Provider shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- I. Off-Site Guards: The Service Provider shall provide guards at all times detainees are admitted to an outside medical facility.
- J. DIHS Visits: The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

Article VII. No Employment of Unauthorized Aliens

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

Article VIII. 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 for a period not to exceed 60 months unless extended by bi-lateral modification or 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 twelve (12) 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 allowability 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
Contracting Officer's Technical Representative (COTR)
Designated per Task Order
Address:
Phone: XXX-XXX-XXXX
Fax: XXX-XXX-XXXX

NOTE: Consolidated invoicing will be implemented. The following language and procedure will then be implemented and supersede the language above and will be put into effect by separate written notification from the Contracting Officer.

B. Invoicing – The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

a. By mail:

DHS, ICE

Burlington Finance Center

P.O. Box 1620

Williston, VT 05495-1620

Attn: (example) ICE-DRO-FOD-Atlanta Invoice

b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)
802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

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 Month XX, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

- a. the name and address of the facility;
- b. Invoice date and number;
- c. Agreement number, line item number and, if applicable, the Task order number;
- d. Terms of any discount for prompt payment offered;
- e. Name, title, and phone number of person to notify in event of defective invoice;
- f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)
- g. the total number of residential/detainee days;
- h. the daily rate;
- i. the total residential/detainee days multiplied by the daily rate;
- j. the name of each ICE resident/detainee;
- k. resident's/detainee's A-number;
- l. specific dates of detention for each resident/detainee;
- m. an itemized listing of all other charges;
- n. 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.

Items a. through i. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.

- 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. Escort/Stationary Guard and/or Transportation Services

- A. Transport/Escort/Stationary 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/escort/stationary 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. 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 General Services Administration (GSA)/federal travel allowance rates) in effect at the time of award. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of \$N/A per hour. 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.

Transportation shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rate at the time of Award. Mileage shall be denoted as a separate item on submitted invoices.

- B. Medical/Legal Transportation: Transportation and/or escort/stationary guard services for ICE detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and to detainees attending off-site court proceedings. An [REDACTED] shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the 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 [REDACTED] related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.
- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR 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

- A. The Contracting Officer's Technical Representative (COTR) for this Agreement will be identified in the task order that is funding this requirement or as a modification to the current task order. 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.
- B. Should the Provider believe they have received direction that is not within scope of the agreement; the Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Provider shall continue performance of efforts that are deemed within scope.

Article XIX. Labor Standards and Wage Determination

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—Attachment I. These standards and provisions are included in every contract/IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees--See Attachment 1.

Wage Determination: Each service employee employed in the performance of this contract/IGSA shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract--See Attachment 2.

END OF DOCUMENT

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 18.21 |
| 01012 - Accounting Clerk II | | 20.43 |
| 01013 - Accounting Clerk III | | 22.86 |
| 01020 - Administrative Assistant | | 30.57 |
| 01035 - Court Reporter | | 25.25 |
| 01041 - Customer Service Representative I | | 16.81 |
| 01042 - Customer Service Representative II | | 18.91 |
| 01043 - Customer Service Representative III | | 20.64 |
| 01051 - Data Entry Operator I | | 16.53 |
| 01052 - Data Entry Operator II | | 18.04 |
| 01060 - Dispatcher Motor Vehicle | | 21.26 |
| 01070 - Document Preparation Clerk | | 18.84 |
| 01090 - Duplicating Machine Operator | | 18.84 |
| 01111 - General Clerk I | | 15.08 |
| 01112 - General Clerk II | | 16.46 |
| 01113 - General Clerk III | | 18.47 |
| 01120 - Housing Referral Assistant | | 23.44 |
| 01141 - Messenger Courier | | 14.93 |
| 01191 - Order Clerk I | | 17.11 |
| 01192 - Order Clerk II | | 18.67 |
| 01261 - Personnel Assistant (Employment) I | | 18.59 |
| 01262 - Personnel Assistant (Employment) II | | 20.80 |
| 01263 - Personnel Assistant (Employment) III | | 23.19 |
| 01270 - Production Control Clerk | | 26.75 |
| 01290 - Rental Clerk | | 17.19 |
| 01300 - Scheduler Maintenance | | 18.80 |
| 01311 - Secretary I | | 18.80 |
| 01312 - Secretary II | | 21.03 |
| 01313 - Secretary III | | 23.44 |
| 01320 - Service Order Dispatcher | | 19.00 |
| 01410 - Supply Technician | | 30.57 |
| 01420 - Survey Worker | | 19.82 |
| 01460 - Switchboard Operator/Receptionist | | 15.74 |
| 01531 - Travel Clerk I | | 16.69 |
| 01532 - Travel Clerk II | | 18.05 |
| 01533 - Travel Clerk III | | 19.46 |
| 01611 - Word Processor I | | 17.62 |
| 01612 - Word Processor II | | 19.77 |
| 01613 - Word Processor III | | 22.12 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer Fiberglass | | 25.21 |
| 05010 - Automotive Electrician | | 22.60 |
| 05040 - Automotive Glass Installer | | 21.60 |
| 05070 - Automotive Worker | | 21.60 |
| 05110 - Mobile Equipment Servicer | | 19.58 |
| 05130 - Motor Equipment Metal Mechanic | | 23.59 |
| 05160 - Motor Equipment Metal Worker | | 21.60 |
| 05190 - Motor Vehicle Mechanic | | 23.59 |
| 05220 - Motor Vehicle Mechanic Helper | | 18.40 |
| 05250 - Motor Vehicle Upholstery Worker | | 20.59 |
| 05280 - Motor Vehicle Wrecker | | 21.60 |
| 05310 - Painter Automotive | | 22.60 |
| 05340 - Radiator Repair Specialist | | 21.60 |
| 05370 - Tire Repairer | | 15.08 |
| 05400 - Transmission Repair Specialist | | 23.59 |
| 07000 - Food Preparation And Service Occupations | | |
| 07010 - Baker | | 14.71 |
| 07041 - Cook I | | 17.61 |

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| 07042 - Cook II | 19.44 |
| 07070 - Dishwasher | 12.47 |
| 07130 - Food Service Worker | 13.30 |
| 07210 - Meat Cutter | 21.77 |
| 07260 - Waiter/Waitress | 13.18 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.25 |
| 09040 - Furniture Handler | 15.90 |
| 09080 - Furniture Refinisher | 20.88 |
| 09090 - Furniture Refinisher Helper | 16.86 |
| 09110 - Furniture Repairer Minor | 18.98 |
| 09130 - Upholsterer | 18.60 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 13.54 |
| 11060 - Elevator Operator | 15.52 |
| 11090 - Gardener | 21.11 |
| 11122 - Housekeeping Aide | 17.16 |
| 11150 - Janitor | 17.16 |
| 11210 - Laborer Grounds Maintenance | 17.08 |
| 11240 - Maid or Houseman | 15.71 |
| 11260 - Pruner | 15.71 |
| 11270 - Tractor Operator | 19.84 |
| 11330 - Trail Maintenance Worker | 17.08 |
| 11360 - Window Cleaner | 18.67 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 18.55 |
| 12011 - Breath Alcohol Technician | 24.70 |
| 12012 - Certified Occupational Therapist Assistant | 30.39 |
| 12015 - Certified Physical Therapist Assistant | 32.52 |
| 12020 - Dental Assistant | 22.78 |
| 12025 - Dental Hygienist | 42.94 |
| 12030 - EKG Technician | 38.43 |
| 12035 - Electroneurodiagnostic Technologist | 38.43 |
| 12040 - Emergency Medical Technician | 18.55 |
| 12071 - Licensed Practical Nurse I | 22.71 |
| 12072 - Licensed Practical Nurse II | 25.41 |
| 12073 - Licensed Practical Nurse III | 28.33 |
| 12100 - Medical Assistant | 19.04 |
| 12130 - Medical Laboratory Technician | 23.49 |
| 12160 - Medical Record Clerk | 21.29 |
| 12190 - Medical Record Technician | 23.82 |
| 12195 - Medical Transcriptionist | 23.14 |
| 12210 - Nuclear Medicine Technologist | 40.69 |
| 12221 - Nursing Assistant I | 12.77 |
| 12222 - Nursing Assistant II | 14.37 |
| 12223 - Nursing Assistant III | 15.68 |
| 12224 - Nursing Assistant IV | 17.60 |
| 12235 - Optical Dispenser | 30.02 |
| 12236 - Optical Technician | 19.18 |
| 12250 - Pharmacy Technician | 20.80 |
| 12280 - Phlebotomist | 19.02 |
| 12305 - Radiologic Technologist | 36.26 |
| 12311 - Registered Nurse I | 31.18 |
| 12312 - Registered Nurse II | 40.19 |
| 12313 - Registered Nurse II Specialist | 40.19 |
| 12314 - Registered Nurse III | 48.63 |
| 12315 - Registered Nurse III Anesthetist | 48.63 |
| 12316 - Registered Nurse IV | 58.29 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 28.50 |
| 12320 - Substance Abuse Treatment Counselor | 22.28 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 22.17 |
| 13012 - Exhibits Specialist II | 27.46 |
| 13013 - Exhibits Specialist III | 33.59 |
| 13041 - Illustrator I | 24.09 |

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| 13042 - Illustrator II | 29.83 |
| 13043 - Illustrator III | 36.50 |
| 13047 - Librarian | 35.60 |
| 13050 - Library Aide/Clerk | 16.11 |
| 13054 - Library Information Technology Systems Administrator | 32.15 |
| 13058 - Library Technician | 23.72 |
| 13061 - Media Specialist I | 22.75 |
| 13062 - Media Specialist II | 24.72 |
| 13063 - Media Specialist III | 27.56 |
| 13071 - Photographer I | 18.65 |
| 13072 - Photographer II | 20.87 |
| 13073 - Photographer III | 25.85 |
| 13074 - Photographer IV | 30.00 |
| 13075 - Photographer V | 38.26 |
| 13090 - Technical Order Library Clerk | 20.23 |
| 13110 - Video Teleconference Technician | 26.39 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 19.71 |
| 14042 - Computer Operator II | 22.05 |
| 14043 - Computer Operator III | 24.58 |
| 14044 - Computer Operator IV | 27.32 |
| 14045 - Computer Operator V | 30.25 |
| 14071 - Computer Programmer I | (see 1) 25.98 |
| 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 | 19.71 |
| 14160 - Personal Computer Support Technician | 27.32 |
| 14170 - System Support Specialist | 38.57 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 35.72 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 43.22 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 51.80 |
| 15050 - Computer Based Training Specialist / Instructor | 35.72 |
| 15060 - Educational Technologist | 36.83 |
| 15070 - Flight Instructor (Pilot) | 51.80 |
| 15080 - Graphic Artist | 31.54 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 44.47 |
| 15086 - Maintenance Test Pilot Rotary Wing | 44.47 |
| 15088 - Non-Maintenance Test/Co-Pilot | 44.47 |
| 15090 - Technical Instructor | 29.29 |
| 15095 - Technical Instructor/Course Developer | 35.83 |
| 15110 - Test Proctor | 23.65 |
| 15120 - Tutor | 23.65 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 12.53 |
| 16030 - Counter Attendant | 12.53 |
| 16040 - Dry Cleaner | 15.72 |
| 16070 - Finisher Flatwork Machine | 12.53 |
| 16090 - Presser Hand | 12.53 |
| 16110 - Presser Machine Drycleaning | 12.53 |
| 16130 - Presser Machine Shirts | 12.53 |
| 16160 - Presser Machine Wearing Apparel Laundry | 12.53 |
| 16190 - Sewing Machine Operator | 16.65 |
| 16220 - Tailor | 17.38 |
| 16250 - Washer Machine | 13.16 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 22.95 |
| 19040 - Tool And Die Maker | 26.82 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 18.66 |

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| 21030 - Material Coordinator | 26.75 |
| 21040 - Material Expediter | 26.75 |
| 21050 - Material Handling Laborer | 14.87 |
| 21071 - Order Filler | 15.51 |
| 21080 - Production Line Worker (Food Processing) | 18.66 |
| 21110 - Shipping Packer | 18.63 |
| 21130 - Shipping/Receiving Clerk | 18.63 |
| 21140 - Store Worker I | 14.14 |
| 21150 - Stock Clerk | 18.20 |
| 21210 - Tools And Parts Attendant | 18.66 |
| 21410 - Warehouse Specialist | 18.66 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 36.54 |
| 23019 - Aircraft Logs and Records Technician | 29.67 |
| 23021 - Aircraft Mechanic I | 34.14 |
| 23022 - Aircraft Mechanic II | 36.54 |
| 23023 - Aircraft Mechanic III | 37.04 |
| 23040 - Aircraft Mechanic Helper | 26.50 |
| 23050 - Aircraft Painter | 32.54 |
| 23060 - Aircraft Servicer | 29.67 |
| 23070 - Aircraft Survival Flight Equipment Technician | 32.54 |
| 23080 - Aircraft Worker | 31.12 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 31.12 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 34.14 |
| 23110 - Appliance Mechanic | 24.24 |
| 23120 - Bicycle Repairer | 17.00 |
| 23125 - Cable Splicer | 44.08 |
| 23130 - Carpenter Maintenance | 30.65 |
| 23140 - Carpet Layer | 32.08 |
| 23160 - Electrician Maintenance | 34.10 |
| 23181 - Electronics Technician Maintenance I | 26.57 |
| 23182 - Electronics Technician Maintenance II | 27.78 |
| 23183 - Electronics Technician Maintenance III | 29.01 |
| 23260 - Fabric Worker | 27.16 |
| 23290 - Fire Alarm System Mechanic | 32.46 |
| 23310 - Fire Extinguisher Repairer | 25.81 |
| 23311 - Fuel Distribution System Mechanic | 34.95 |
| 23312 - Fuel Distribution System Operator | 29.00 |
| 23370 - General Maintenance Worker | 23.18 |
| 23380 - Ground Support Equipment Mechanic | 34.14 |
| 23381 - Ground Support Equipment Servicer | 29.67 |
| 23382 - Ground Support Equipment Worker | 31.12 |
| 23391 - Gunsmith I | 25.81 |
| 23392 - Gunsmith II | 28.48 |
| 23393 - Gunsmith III | 31.10 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 29.46 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 30.65 |
| 23430 - Heavy Equipment Mechanic | 31.10 |
| 23440 - Heavy Equipment Operator | 34.81 |
| 23460 - Instrument Mechanic | 26.48 |
| 23465 - Laboratory/Shelter Mechanic | 29.80 |
| 23470 - Laborer | 15.05 |
| 23510 - Locksmith | 25.63 |
| 23530 - Machinery Maintenance Mechanic | 27.98 |
| 23550 - Machinist Maintenance | 25.30 |
| 23580 - Maintenance Trades Helper | 19.59 |
| 23591 - Metrology Technician I | 26.48 |
| 23592 - Metrology Technician II | 28.35 |
| 23593 - Metrology Technician III | 28.65 |
| 23640 - Millwright | 30.81 |
| 23710 - Office Appliance Repairer | 25.51 |

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| 23760 - Painter Maintenance | 26.66 |
| 23790 - Pipefitter Maintenance | 32.93 |
| 23810 - Plumber Maintenance | 31.55 |
| 23820 - Pneudraulic Systems Mechanic | 31.10 |
| 23850 - Rigger | 25.30 |
| 23870 - Scale Mechanic | 28.48 |
| 23890 - Sheet-Metal Worker Maintenance | 34.02 |
| 23910 - Small Engine Mechanic | 23.18 |
| 23931 - Telecommunications Mechanic I | 36.99 |
| 23932 - Telecommunications Mechanic II | 39.56 |
| 23950 - Telephone Lineman | 40.17 |
| 23960 - Welder Combination Maintenance | 26.68 |
| 23965 - Well Driller | 31.10 |
| 23970 - Woodcraft Worker | 31.10 |
| 23980 - Woodworker | 25.81 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 15.78 |
| 24570 - Child Care Attendant | 14.11 |
| 24580 - Child Care Center Clerk | 17.60 |
| 24610 - Chore Aide | 13.90 |
| 24620 - Family Readiness And Support Services Coordinator | 15.78 |
| 24630 - Homemaker | 19.55 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 30.93 |
| 25040 - Sewage Plant Operator | 27.96 |
| 25070 - Stationary Engineer | 30.93 |
| 25190 - Ventilation Equipment Tender | 24.12 |
| 25210 - Water Treatment Plant Operator | 27.96 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 24.26 |
| 27007 - Baggage Inspector | 15.85 |
| 27008 - Corrections Officer | 34.42 |
| 27010 - Court Security Officer | 32.67 |
| 27030 - Detection Dog Handler | 18.95 |
| 27040 - Detention Officer | 34.42 |
| 27070 - Firefighter | 30.91 |
| 27101 - Guard I | 15.85 |
| 27102 - Guard II | 18.95 |
| 27131 - Police Officer I | 31.21 |
| 27132 - Police Officer II | 34.68 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 15.66 |
| 28042 - Carnival Equipment Repairer | 16.66 |
| 28043 - Carnival Worker | 12.40 |
| 28210 - Gate Attendant/Gate Tender | 16.61 |
| 28310 - Lifeguard | 13.45 |
| 28350 - Park Attendant (Aide) | 18.58 |
| 28510 - Recreation Aide/Health Facility Attendant | 13.58 |
| 28515 - Recreation Specialist | 23.02 |
| 28630 - Sports Official | 14.80 |
| 28690 - Swimming Pool Operator | 19.44 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.33 |
| 29020 - Hatch Tender | 27.33 |
| 29030 - Line Handler | 27.33 |
| 29041 - Stevedore I | 26.29 |
| 29042 - Stevedore II | 29.25 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 42.15 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 29.06 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 32.00 |
| 30021 - Archeological Technician I | 21.07 |
| 30022 - Archeological Technician II | 23.57 |
| 30023 - Archeological Technician III | 29.20 |

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| 30030 - Cartographic Technician | 29.20 |
| 30040 - Civil Engineering Technician | 28.36 |
| 30051 - Cryogenic Technician I | 29.11 |
| 30052 - Cryogenic Technician II | 32.16 |
| 30061 - Drafter/CAD Operator I | 21.07 |
| 30062 - Drafter/CAD Operator II | 23.57 |
| 30063 - Drafter/CAD Operator III | 26.27 |
| 30064 - Drafter/CAD Operator IV | 32.34 |
| 30081 - Engineering Technician I | 17.29 |
| 30082 - Engineering Technician II | 19.42 |
| 30083 - Engineering Technician III | 21.74 |
| 30084 - Engineering Technician IV | 26.93 |
| 30085 - Engineering Technician V | 32.93 |
| 30086 - Engineering Technician VI | 38.49 |
| 30090 - Environmental Technician | 29.02 |
| 30095 - Evidence Control Specialist | 26.29 |
| 30210 - Laboratory Technician | 27.31 |
| 30221 - Latent Fingerprint Technician I | 32.02 |
| 30222 - Latent Fingerprint Technician II | 35.38 |
| 30240 - Mathematical Technician | 29.20 |
| 30361 - Paralegal/Legal Assistant I | 20.44 |
| 30362 - Paralegal/Legal Assistant II | 25.32 |
| 30363 - Paralegal/Legal Assistant III | 30.97 |
| 30364 - Paralegal/Legal Assistant IV | 37.46 |
| 30375 - Petroleum Supply Specialist | 32.16 |
| 30390 - Photo-Optics Technician | 29.20 |
| 30395 - Radiation Control Technician | 32.16 |
| 30461 - Technical Writer I | 28.30 |
| 30462 - Technical Writer II | 34.62 |
| 30463 - Technical Writer III | 41.88 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 26.79 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 32.41 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 38.85 |
| 30494 - Unexploded (UXO) Safety Escort | 26.79 |
| 30495 - Unexploded (UXO) Sweep Personnel | 26.79 |
| 30501 - Weather Forecaster I | 32.34 |
| 30502 - Weather Forecaster II | 39.33 |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) 26.27 |
| 30621 - Weather Observer Senior | (see 2) 29.20 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 32.41 |
| 31020 - Bus Aide | 18.66 |
| 31030 - Bus Driver | 24.27 |
| 31043 - Driver Courier | 17.63 |
| 31260 - Parking and Lot Attendant | 14.28 |
| 31290 - Shuttle Bus Driver | 18.76 |
| 31310 - Taxi Driver | 14.44 |
| 31361 - Truckdriver Light | 18.76 |
| 31362 - Truckdriver Medium | 19.74 |
| 31363 - Truckdriver Heavy | 25.42 |
| 31364 - Truckdriver Tractor-Trailer | 25.42 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.80 |
| 99030 - Cashier | 11.89 |
| 99050 - Desk Clerk | 14.08 |
| 99095 - Embalmer | 38.21 |
| 99130 - Flight Follower | 26.79 |
| 99251 - Laboratory Animal Caretaker I | 19.09 |
| 99252 - Laboratory Animal Caretaker II | 20.31 |
| 99260 - Marketing Analyst | 34.51 |
| 99310 - Mortician | 38.21 |
| 99410 - Pest Controller | 23.48 |
| 99510 - Photofinishing Worker | 16.32 |
| 99710 - Recycling Laborer | 20.65 |

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| 99711 - Recycling Specialist | 23.98 |
| 99730 - Refuse Collector | 18.99 |
| 99810 - Sales Clerk | 13.61 |
| 99820 - School Crossing Guard | 15.05 |
| 99830 - Survey Party Chief | 31.00 |
| 99831 - Surveying Aide | 20.51 |
| 99832 - Surveying Technician | 28.19 |
| 99840 - Vending Machine Attendant | 15.89 |
| 99841 - Vending Machine Repairer | 18.68 |
| 99842 - Vending Machine Repairer Helper | 15.89 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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