

2 AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (If applicable)
 P00001 04/02/2009 N/A

6 ISSUED BY CODE ICE/DM/DC-DC 7 ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street NW, (B)(6);(B)(7)(C)
 Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street NW, (B)(6);(B)(7)(C)
 Attn: <<Enter Contract Specialist>>
 Washington DC 20536

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

YUBA COUNTY OF
 215 5 TH STR STE150
 MARYSVILLE CA 959015737

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO DROIGSA-09-0005

9B DATED (SEE ITEM 13) 12/15/2008

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) N/A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties
	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: 121526953
 The purpose of this no cost modification is to revise the Article Escort/Stationary Guard and/or Transportation Guard language and mileage rate to (b) (4) per mile in accordance with the latest GSA allowance and add Government Furnished Property Language.

Accordingly, revise the agreement as follows:

Under Article XVII. Escort/Stationary Guard and/or Transportation Guard revise as follows:

a. Add Transportation Officers hourly rates as follows:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as heretofore changed, remains unchanged and in full force and effect

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

(B)(6);(B)(7)(C)

(B)(6);(B)(7)(C)

15C DATE SIGNED 15D DATE SIGNED

04/02/09

3 Apr 09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00001

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Officers providing transportation services in support of the ICE Processing requirements will be responsible for recording and reporting their time spent providing transportation services and will be reimbursed for their time so spent at the rate of (b) (4) per hour.</p> <p>b. Under the transportation mileage rate, revise from (b) (4) per mile.</p> <p>Add Article XXI Government Furnished Property as follows:</p> <p>The Government shall provide the Yuba County with a Government vehicle and Government Fuel Card for the purposes of transporting Yuba County Officers to and from ICE designated facilities, or alternative transportation sites, in support of the ICE San Francisco Field Office's transportation needs. The vehicle assigned for this purpose will remain the property of the federal government, and all costs associated with the operation and use of the vehicle, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program. The hourly guard rate will not be reimbursed through the Fleet Management Program. The hourly guard rate will be reimbursed through a task order issued against the housing agreement.</p> <p>Any and all repair and maintenance needs of the vehicle will be coordinated and handled through the San Francisco Field Office Fleet Management Program.</p> <p>Yuba County Jail (Y CJ) agrees to be responsible for reimbursement to the Agency for any damages sustained by the vehicle as a result of any act or omission on the part of the Y CJ, its employees and or persons acting on behalf of the Y CJ. The Y CJ will be responsible to promptly report any accidents or damage to the government vehicle in accordance with the ICE Management Directive (listed below) and any other Agency policies that pertain to reporting such damage. The Y CJ agrees to fully cooperate and assist the Agency in making any claims against a third-party tortfeasor who was at fault for causing the property damage to the government vehicle. Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00001

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In addition, the YCJ agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigation filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of YCJ employees, agents, or other persons acting on behalf of the YCJ. The YCJ agrees to fully cooperate and assist the Agency in the defense of any claims made against the Agency, and in the event or a settlement or judgment entered against the Agency for a claim or litigation brought against the Agency for the negligent acts or omissions of YCJ employees or agents, the YCJ agrees to reimburse the Agency for said settlement or adverse judgment.</p> <p>In order for the ICE San Francisco Field Office to maintain accurate fleet records of the transportation services assigned to use the vehicle, the YCJ Officers utilizing the vehicle must complete specific documentation that will be provided by the Agency, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicle for damage each time the vehicle is used. The forms that will be required include, but are not limited to:</p> <ol style="list-style-type: none"> 1) Vehicle Inspection Report: to inspect and report any problems. 2) Vehicle Maintenance Information Center Request Form: to be completed for any oil changes and/or repairs. <p>San Francisco Field Office POC: (GOV) Mission Support Specialist (B)(6);(B)(7)(C)</p> <p>This Vehicle Use Agreement will remain in effect until such time as the parties determine it should be terminated. A party seeking to terminate the agreement must submit a written Notice of Termination no less than sixty (60) days prior to the effective date of the termination. Upon termination of this agreement the YCJ will deliver the ICE vehicle to the location specified by the Agency and surrender all keys and paperwork pertaining to the vehicle. Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00001

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4 4

NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>YCJ will be responsible for any costs or expenses associated with the return of the vehicle, to include, but not be limited to, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicle.</p> <p>The following Management Directives will be delivered to the YCJ and incorporated into the terms of this Agreement:</p> <p>MD 0510 Motor Vehicle Fleet Management MD 1120 Capitalization and Inventory of Personal Property MD 1650 Personal Property Claims and Tort Claims</p> <p>c) The following DHS/ICE forms for Government Owned Vehicle management are attached hereto for use by the YCJ in complying with the terms of this agreement:</p> <p>1) Vehicle Maintenance information Center Request Form (1 page) 2) DHS-ICE DETENTION AND REMOVAL OPERATIONS VEHICLE INSPECTION & ACTIVITY REPORT (2 pages)</p> <p>Period of Performance: 01/01/2009 to 12/31/2013</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
1 2

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO 5. PROJECT NO (if applicable)
P00002 See Block 16C PRO-12-L119

6 ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92677
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
YUBA COUNTY OF
215 5 TH STR STE150
MARYSVILLE CA 959015737

(x) 9A AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005

10B DATED (SEE ITEM 13)

CODE 1215269530000 FACILITY CODE 12/15/2008

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)
N/A

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

CHECK ONE
A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
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: 121526953

The purpose of this no cost modification is to revise the Detainee Day Rate from (b) (4) (b) (4)

Funds will be made available through through issuance or modification of Task Orders.

Accordingly, revise the Intergovernmental Service Agreement (IGSA) as follows:

Under Article I, Paragraph C., Purpose - revise as follows:

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print) (B)(6);(B)(7)(C) Sheriff-Coroner

(B)(6);(B)(7)(C) 15C DATE SIGNED 7-27-2012 16C DATE SIGNED 8-1-12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-09-0005/P00002

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 YUBA COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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.</p> <p>Exempt Action: Y Period of Performance: 01/01/2009 to 12/31/2013</p>				

4. EFFECTIVE DATE See Block 16C
 5. PROVISION OR ORDER NO. PRO-12-L132
 6. ISSUED BY CODE ICE/DM/DC-LAGUNA
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
 Immigration and Customs Enforcement
 Office of Acquisition Management
 24000 Avila Road, (B)(6);(B)(7)(C)
 Laguna Niguel CA 92677

ICE/Detent Mngt/Detent Contract-LAG
 Immigration and Customs Enforcement
 Office of Acquisition Management
 24000 Avila Road, (B)(6);(B)(7)(C)
 Attn: (B)(6);(B)(7)(C)
 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 YUBA COUNTY OF
 215 5 TH STR STE150
 MARYSVILLE CA 959015737

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DROIGSA-09-0005
 10B. DATED (SEE ITEM 13)
 12/15/2008

CODE 1215269530000 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: 121526953
 Program/Finance POC: (B)(6);(B)(7)(C) @ice.dhs.gov

The effective date for the rate change in Modification P00002 is May 1, 2012.

Exempt Action: Y
 Period of Performance: 01/01/2009 to 12/31/2013

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)
 (B)(6);(B)(7)(C)

15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16C. DATE SIGNED
 8-9-12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2 AMENDMENT/MODIFICATION NO.

P00005

3 EFFECTIVE DATE

See Block 16C

4 REQUISITION/PURCHASE REQ NO.

5 PROJECT NO. (If applicable)

6 ISSUED BY

CODE

ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, (B)(6);(B)(7)(C)
ATTN: (B)(6);(B)(7)(C)
Laguna Niguel CA 92677

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, (B)(6);(B)(7)(C)
Attn: (B)(6);(B)(7)(C)
Laguna Niguel CA 92677

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

YUBA COUNTY OF
215 5 TH STR STE150
MARYSVILLE CA 959015737

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-09-0005

10B DATED (SEE ITEM 13)

CODE 1215269530000

FACILITY CODE

12/15/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12 ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
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
X	D. OTHER (Specify type of modification and authority) COR Change

E. IMPORTANT: Contractor x 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: 121526953

COR: (B)(6);(B)(7)(C)

COR Email: (B)(6);(B)(7)(C)@ice.dhs.gov

COR Phone Number: (B)(6);(B)(7)(C)

Alt COR: (B)(6);(B)(7)(C)

Alt COR Email: (B)(6);(B)(7)(C)@ice.dhs.gov

Alt COR Phone Number: (B)(6);(B)(7)(C)

The purpose of this modification is to Change the COR from (B)(6);(B)(7)(C) to (B)(6);(B)(7)(C) and to add (B)(6);(B)(7)(C) as the Alternate COR.

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

(B)(6);(B)(7)(C)

16C DATE SIGNED

(Signature of person authorized to sign)

2-10-15

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DC : ENT BEING CONTINUED
 DROIGSA-09-0005/P00005

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 YUBA COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y LIST OF CHANGES: Reason for Modification : Other Administrative Action</p> <p>Contracting Officer Representative changed from (B)(6):(B)(7)(C) to (B)(6):(B)(7)(C)</p> <p>Period of Performance: 01/01/2009 to 12/14/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 13
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/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1215269530000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005	
		10B. DATED (SEE ITEM 13) 12/15/2008	

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 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: 121526953

Points of Contact:

Contracting Officer Representative (COR): (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

Alternate COR: (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

The purpose of this modification is to incorporate the latest revision to the U.S. Department of Labor, Wage Determination for the County of Yuba into Inter-Governmental 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) (B)(6);(B)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (B)(6);(B)(7)(C)
	16C. DATE SIGNED 2/24/17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00006

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NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Service Agreement (IGSA) EROIGSA-09-0005.</p> <p>County of Yuba hourly minimum wage rates for Calendar year 2017 are located on:</p> <p>Wage Determination No.: 2015-2055 Revision No: 5 Date of Revision: 12/30/2016</p> <p>Wages established in Wage Determination 2015-2055, revision 5, dated 12/30/2016 apply to all task orders established against IGSA EROIGSA-09-0005.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y Sensitive Award: NONE Period of Performance: 01/01/2009 to 12/14/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1215269530000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005	
		10B. DATED (SEE ITEM 13) 12/15/2008	

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 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 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: 121526953

Points of Contact:

Contracting Officer Representative (COR): (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

Alternate COR: (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

The purpose of this modification is to incorporate the following language into Article III Covered Service of Inter-government Service Agreement (IGSA) DROIGSA-09-0005:

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.

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

(B)(6);(B)(7)(C)

16B. UNITED STATES OF AMERICA

(B)(6);(B)(7)(C)

(Signature of Contracting Officer)

16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00007

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NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The first sentence of A. Bedspace under Article III shall herein be revised to read " The Service Provider shall provide up to (b) (4) male/female beds on a space available bases."</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y Sensitive Award: NONE Period of Performance: 01/01/2009 to 12/14/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	PAGE OF PAGES 1 2	
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Washington DC 20535		CODE ICE/DCR	

8. NAME AND ADDRESS OF CONTRACTOR (fio., street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(k) 9A. AMENDMENT OF SOLICITATION NO.
CODE 1215269530000		9B. DATED (SEE ITEM 11)
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005
		10B. DATED (SEE ITEM 13) 12/15/2008

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 (c).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Bilateral Modification / FAR 43.103 (a)

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: 121526953
Points of Contact:

Contracting Officer Representative (COR): (B)(6);(B)(7)(C)
Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)
Alternate COR: (B)(6);(B)(7)(C)
Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

This modification incorporates the terms of the attached settlement agreement in Lyon v. 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) (B)(6);(B)(7)(C) Sheriff-Coroner	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (B)(6);(B)(7)(C)
15C. DATE SIGNED (B)(6);(B)(7)(C) 10/25/17	16C. DATE SIGNED 10/25/17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-09-0005/P00008

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NAME OF OFFEROR OR CONTRACTOR
 YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Immigration and Customs Enforcement, No. 13-cv-05878-EMC (N.D. Cal.) ("Lyon Agreement"). The Lyon Agreement describes requirements to be fulfilled by the County of Yuba with respect to the Yuba County Jail alone, or in conjunction with ICE. These requirements shall supplement those set forth in agreement number DROIGSA-09-0005, the National Detention Standards (NDS), and any other correctional/detention standards incorporated by reference therein. Where there is a conflict between the requirements of the Lyon Agreement and either DROIGSA-09-0005, NDS or the County of Yuba shall adhere to the requirements in the Lyon Agreement. Compliance with these terms will be monitored by the ICE Contracting Officer ("CO") and the ICE Contracting Officer's Technical Representative ("COTR"), as well as other ICE personnel visiting the facilities. For the purposes of this modification, reference to "detainee" in the Lyon Agreement shall mean any current or future adult immigration detainee who is or will be held by the Parties in the County of Yuba, Yuba County Jail.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y Sensitive Award: NONE Period of Performance: 01/01/2009 to 12/14/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1215269530000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005	
		10B. DATED (SEE ITEM 13) 12/15/2008	

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 9 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 / FAR 43.103(a)

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: 121526953

Points of Contact:

Contracting Officer Representative (COR): (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

Alternate COR: (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

The purpose of this modification is to:

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)

(B)(6);(B)(7)(C) Sheriff-Coroner

(B)(6);(B)(7)(C)

15C. DATE SIGNED

01/11/2018

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00009

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NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Revise the Detainee Day Rate from (b) (4) (b) (4) Funds will be made available through issuance or modification of Task Orders.</p> <p>Accordingly, revise the Intergovernmental Service Agreement (IGSA) as follows: Under Article I. Purpose, Paragraph C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee rate is (b) (4) 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.</p> <p>B. Establish that the latest revision of the U.S. Department of Labor, Wage Determination for Yuba County has been incorporated into IGSA DROIGSA-09-0005 and the above Detainee Day Rate. Wage Determination No: 2015-5659, Revision No: 4, dated 12/26/2017. Wages established in Wage Determination No: 2015-5659, Revision No: 4, dated 12/26/2017 apply to all Task Orders established against IGSA DROIGSA-09-0005.</p> <p>C. Extend the period of performance end date for IGSA DROIGSA-09-0005 from December 14, 2018 to indefinite.</p> <p>Accordingly, revise the IGSA as follows: Under Article IX. Period of Performance, A. This agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect indefinitely unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, sixty (60) days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article XI.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y Sensitive Award: NONE Period of Performance: 01/01/2009 to 12/14/2099</p>				

WD 15-5659 (Rev.-4) was first posted on www.wdol.gov on 01/02/2018

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

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5659
Revision No.: 4
Date Of Revision: 12/26/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: California

Area: California Counties of Sutter, Yuba

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		25.83
01035 - Court Reporter		20.96
01041 - Customer Service Representative I		13.56
01042 - Customer Service Representative II		15.25
01043 - Customer Service Representative III		16.64
01051 - Data Entry Operator I		15.96
01052 - Data Entry Operator II		17.42
01060 - Dispatcher, Motor Vehicle		19.42
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		13.29
01112 - General Clerk II		14.50
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		12.25
01191 - Order Clerk I		15.83
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		17.40
01262 - Personnel Assistant (Employment) II		19.46
01263 - Personnel Assistant (Employment) III		21.69
01270 - Production Control Clerk		21.81
01290 - Rental Clerk		16.57
01300 - Scheduler, Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.42
01313 - Secretary III		22.39

01320 - Service Order Dispatcher	17.83
01410 - Supply Technician	25.83
01420 - Survey Worker	19.42
01460 - Switchboard Operator/Receptionist	14.72
01531 - Travel Clerk I	13.87
01532 - Travel Clerk II	14.94
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.68
01612 - Word Processor II	16.48
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.71
05010 - Automotive Electrician	21.36
05040 - Automotive Glass Installer	20.24
05070 - Automotive Worker	20.24
05110 - Mobile Equipment Servicer	17.99
05130 - Motor Equipment Metal Mechanic	22.49
05160 - Motor Equipment Metal Worker	20.24
05190 - Motor Vehicle Mechanic	20.99
05220 - Motor Vehicle Mechanic Helper	16.87
05250 - Motor Vehicle Upholstery Worker	19.11
05280 - Motor Vehicle Wrecker	20.24
05310 - Painter, Automotive	21.36
05340 - Radiator Repair Specialist	20.24
05370 - Tire Repairer	15.56
05400 - Transmission Repair Specialist	22.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.27
07041 - Cook I	13.92
07042 - Cook II	16.01
07070 - Dishwasher	10.27
07130 - Food Service Worker	10.79
07210 - Meat Cutter	18.28
07260 - Waiter/Waitress	11.20
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.26
09040 - Furniture Handler	14.97
09080 - Furniture Refinisher	22.26
09090 - Furniture Refinisher Helper	17.58
09110 - Furniture Repairer, Minor	19.93
09130 - Upholsterer	22.26
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.22
11060 - Elevator Operator	14.69
11090 - Gardener	16.79
11122 - Housekeeping Aide	14.69
11150 - Janitor	14.69
11210 - Laborer, Grounds Maintenance	13.40
11240 - Maid or Houseman	11.20
11260 - Pruner	13.31
11270 - Tractor Operator	15.54
11330 - Trail Maintenance Worker	13.40
11360 - Window Cleaner	16.15
12000 - Health Occupations	
12010 - Ambulance Driver	20.05
12011 - Breath Alcohol Technician	20.05
12012 - Certified Occupational Therapist Assistant	29.70
12015 - Certified Physical Therapist Assistant	29.98
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	45.12
12030 - EKG Technician	31.08

12035 - Electroneurodiagnostic Technologist	31.08
12040 - Emergency Medical Technician	20.05
12071 - Licensed Practical Nurse I	21.98
12072 - Licensed Practical Nurse II	24.59
12073 - Licensed Practical Nurse III	27.41
12100 - Medical Assistant	16.72
12130 - Medical Laboratory Technician	18.87
12160 - Medical Record Clerk	17.10
12190 - Medical Record Technician	19.12
12195 - Medical Transcriptionist	19.36
12210 - Nuclear Medicine Technologist	47.57
12221 - Nursing Assistant I	12.41
12222 - Nursing Assistant II	13.95
12223 - Nursing Assistant III	15.53
12224 - Nursing Assistant IV	17.44
12235 - Optical Dispenser	19.86
12236 - Optical Technician	19.06
12250 - Pharmacy Technician	19.45
12280 - Phlebotomist	17.44
12305 - Radiologic Technologist	33.02
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II, Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III, Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	26.71
12320 - Substance Abuse Treatment Counselor	18.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71
13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	20.11
13061 - Media Specialist I	20.48
13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.02
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 23.09
14072 - Computer Programmer II	(see 1) 27.18
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.02
14170 - System Support Specialist		23.36
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.36
15020 - Aircrew Training Devices Instructor (Rated)		42.77
15030 - Air Crew Training Devices Instructor (Pilot)		51.27
15050 - Computer Based Training Specialist / Instructor		35.36
15060 - Educational Technologist		37.05
15070 - Flight Instructor (Pilot)		51.27
15080 - Graphic Artist		29.13
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.62
15086 - Maintenance Test Pilot, Rotary Wing		43.62
15088 - Non-Maintenance Test/Co-Pilot		43.62
15090 - Technical Instructor		23.76
15095 - Technical Instructor/Course Developer		29.13
15110 - Test Proctor		19.62
15120 - Tutor		19.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.75
16030 - Counter Attendant		11.75
16040 - Dry Cleaner		13.88
16070 - Finisher, Flatwork, Machine		11.75
16090 - Presser, Hand		11.75
16110 - Presser, Machine, Drycleaning		11.75
16130 - Presser, Machine, Shirts		11.75
16160 - Presser, Machine, Wearing Apparel, Laundry		11.75
16190 - Sewing Machine Operator		15.07
16220 - Tailor		16.24
16250 - Washer, Machine		12.32
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.72
19040 - Tool And Die Maker		29.14
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.22
21030 - Material Coordinator		21.81
21040 - Material Expediter		21.81
21050 - Material Handling Laborer		15.20
21071 - Order Filler		15.43
21080 - Production Line Worker (Food Processing)		19.22
21110 - Shipping Packer		15.04
21130 - Shipping/Receiving Clerk		15.04
21140 - Store Worker I		13.36
21150 - Stock Clerk		18.20
21210 - Tools And Parts Attendant		19.22
21410 - Warehouse Specialist		19.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.46
23019 - Aircraft Logs and Records Technician		23.80
23021 - Aircraft Mechanic I		28.81
23022 - Aircraft Mechanic II		30.46
23023 - Aircraft Mechanic III		32.14
23040 - Aircraft Mechanic Helper		20.49
23050 - Aircraft, Painter		27.15
23060 - Aircraft Servicer		23.80
23070 - Aircraft Survival Flight Equipment Technician		27.15
23080 - Aircraft Worker		25.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.47

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.81
23110 - Appliance Mechanic	23.97
23120 - Bicycle Repairer	18.13
23125 - Cable Splicer	31.25
23130 - Carpenter, Maintenance	24.82
23140 - Carpet Layer	22.77
23160 - Electrician, Maintenance	24.77
23181 - Electronics Technician Maintenance I	24.99
23182 - Electronics Technician Maintenance II	26.33
23183 - Electronics Technician Maintenance III	31.66
23260 - Fabric Worker	21.27
23290 - Fire Alarm System Mechanic	25.17
23310 - Fire Extinguisher Repairer	19.80
23311 - Fuel Distribution System Mechanic	24.98
23312 - Fuel Distribution System Operator	19.39
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	28.81
23381 - Ground Support Equipment Servicer	23.80
23382 - Ground Support Equipment Worker	25.47
23391 - Gunsmith I	19.80
23392 - Gunsmith II	22.77
23393 - Gunsmith III	25.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.57
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.93
23430 - Heavy Equipment Mechanic	26.99
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	28.78
23465 - Laboratory/Shelter Mechanic	24.26
23470 - Laborer	15.13
23510 - Locksmith	23.72
23530 - Machinery Maintenance Mechanic	26.16
23550 - Machinist, Maintenance	21.00
23580 - Maintenance Trades Helper	18.31
23591 - Metrology Technician I	28.78
23592 - Metrology Technician II	30.43
23593 - Metrology Technician III	32.11
23640 - Millwright	27.90
23710 - Office Appliance Repairer	23.72
23760 - Painter, Maintenance	21.23
23790 - Pipefitter, Maintenance	29.85
23810 - Plumber, Maintenance	28.35
23820 - Pneudraulic Systems Mechanic	25.21
23850 - Rigger	25.75
23870 - Scale Mechanic	22.77
23890 - Sheet-Metal Worker, Maintenance	31.56
23910 - Small Engine Mechanic	22.30
23931 - Telecommunications Mechanic I	32.64
23932 - Telecommunications Mechanic II	34.52
23950 - Telephone Lineman	27.92
23960 - Welder, Combination, Maintenance	22.92
23965 - Well Driller	25.75
23970 - Woodcraft Worker	25.75
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	20.17
24570 - Child Care Attendant	12.80
24580 - Child Care Center Clerk	15.96
24610 - Chore Aide	11.02

24620 - Family Readiness And Support Services Coordinator	20.17
24630 - Homemaker	20.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.35
25040 - Sewage Plant Operator	26.64
25070 - Stationary Engineer	27.35
25190 - Ventilation Equipment Tender	19.44
25210 - Water Treatment Plant Operator	26.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.80
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	27.37
27010 - Court Security Officer	27.60
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	27.37
27070 - Firefighter	24.10
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	32.38
27132 - Police Officer II	36.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.92
28042 - Carnival Equipment Repairer	14.88
28043 - Carnival Worker	10.53
28210 - Gate Attendant/Gate Tender	15.61
28310 - Lifeguard	13.91
28350 - Park Attendant (Aide)	17.47
28510 - Recreation Aide/Health Facility Attendant	12.74
28515 - Recreation Specialist	21.63
28630 - Sports Official	13.91
28690 - Swimming Pool Operator	17.31
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.29
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.41
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.07
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.74
30023 - Archeological Technician III	28.16
30030 - Cartographic Technician	28.16
30040 - Civil Engineering Technician	32.42
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.34
30064 - Drafter/CAD Operator IV	31.19
30081 - Engineering Technician I	16.86
30082 - Engineering Technician II	18.93
30083 - Engineering Technician III	21.17
30084 - Engineering Technician IV	26.23
30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.82
30090 - Environmental Technician	23.61
30095 - Evidence Control Specialist	19.18

30210 - Laboratory Technician	19.51
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	28.16
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.76
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	28.16
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	24.40
30462 - Technical Writer II	29.85
30463 - Technical Writer III	36.10
30491 - Unexploded Ordnance (UXO) Technician I	24.34
30492 - Unexploded Ordnance (UXO) Technician II	29.44
30493 - Unexploded Ordnance (UXO) Technician III	35.29
30494 - Unexploded (UXO) Safety Escort	24.34
30495 - Unexploded (UXO) Sweep Personnel	24.34
30501 - Weather Forecaster I	31.19
30502 - Weather Forecaster II	37.94
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.34
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	13.86
31030 - Bus Driver	19.56
31043 - Driver Courier	13.82
31260 - Parking and Lot Attendant	12.41
31290 - Shuttle Bus Driver	14.93
31310 - Taxi Driver	14.00
31361 - Truckdriver, Light	14.93
31362 - Truckdriver, Medium	18.52
31363 - Truckdriver, Heavy	20.94
31364 - Truckdriver, Tractor-Trailer	20.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	11.97
99050 - Desk Clerk	11.35
99095 - Embalmer	25.00
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.49
99252 - Laboratory Animal Caretaker II	13.49
99260 - Marketing Analyst	26.87
99310 - Mortician	25.00
99410 - Pest Controller	19.82
99510 - Photofinishing Worker	15.20
99710 - Recycling Laborer	21.81
99711 - Recycling Specialist	26.05
99730 - Refuse Collector	19.70
99810 - Sales Clerk	12.32
99820 - School Crossing Guard	13.21
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	16.84
99841 - Vending Machine Repairer	20.10
99842 - Vending Machine Repairer Helper	16.84

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2 AMENDMENT/MODIFICATION NO P00010	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Washington DC 20536	CODE ICE/DCR
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 1215269530000	FACILITY CODE	X 10A MODIFICATION OF CONTRACT/ORDER NO DROIGSA-09-0005	10B DATED (SEE ITEM 13) 12/15/2008

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) Unilateral Modification / FAR 43.103(a)

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: 121526953

Points of Contact:

Contracting Officer Representative (COR): (B)(6);(B)(7)(C)
Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

Alternate COR: (B)(6);(B)(7)(C)
Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

The purpose of this modification is to incorporate the latest revision to the U.S.
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) (B)(6);(B)(7)(C)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
	16C DATE SIGNED 3/28/18

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00010

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2 13

NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Department of Labor, Wage Determination under the Service Contract Act for the County of Yuba, CA into Inter-Governmental Service Agreement (IGSA) EROIGSA-09-0005.</p> <p>The County of Yuba hourly minimum wage rates for Calendar year 2018 are located on:</p> <p>Wage Determination No.: 2015-5659 Revision No: 5 Date of Revision: 01/10/2018</p> <p>Wages established in Wage Determination 2015-5659, revision 5, dated 01/10/2018 apply to all task orders established against IGSA EROIGSA-09-0005.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y Sensitive Award: NONE Period of Performance: 01/01/2009 to 12/14/2099</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT D CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Washin	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1215269530000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005	
		10B. DATED (SEE ITEM 13) 12/15/2008	

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. FA LURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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: 121526953

Points of Contact:

Contracting Officer Representative (COR): (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

Alternate COR: (B)(6);(B)(7)(C)

Email: (B)(6);(B)(7)(C)@ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

The purpose of this modification is to incorporate the latest version of the Department of Labor Wage Determination 2015-5659 revision 7 into Inter-Governmental Service Agreement 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) (B)(6);(B)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (B)(6);(B)(7)(C) _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0005/P00012

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2 2

NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(IGSA) DROIGSA-09-0005. Period of Performance: 01/01/2009 to 12/14/2099 All other terms and conditions remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. none	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (B)(6);(B)(7)(C) Attn: (B)(6);(B)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) YUBA COUNTY OF 215 5 TH STR STE150 MARYSVILLE CA 959015737		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1215269530000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0005	
		10B. DATED (SEE ITEM 13) 12/15/2008	

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)

Funding will be added to Task Order

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 Per FAR 43.103 (a)

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: 121526953

Contracting Officer Representative (COR): (B)(6);(B)(7)(C) Email:

(B)(6);(B)(7)(C) @ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

Alternate COR: (B)(6);(B)(7)(C) Email: (B)(6);(B)(7)(C) @ice.dhs.gov, Phone Number: (B)(6);(B)(7)(C)

The purpose of this modification is to revise Detainee Bed Day Rate from (b) (4) (b) (4) effective date: May 1, 2020. Funds will be made available through assurance or modification of Task Orders.

Accordingly, revise the Intergovernmental Service Agreement (IGSA) as follows:

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) (B)(6);(B)(7)(C) Sheriff-Coroner		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (B)(6);(B)(7)(C)	
(B)(6);(B)(7)(C) (Signature of person authorized to sign)	15C. DATE SIGNED 04-28-20	16B. UNITED STATES OF AMERICA (B)(6);(B)(7)(C) (B)(6);(B)(7)(C) (Signature of Contracting Officer)	16C. DATE SIGNED 04/28/2020

NAME OF OFFEROR OR CONTRACTOR
YUBA COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Under Article I. Purpose, Paragraph C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate for a guarantee minimum (GM) of</p> <p>(b) (4)</p> <p>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.</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action Obligation for this Modification: \$0.00</p> <p>Period of Performance: 01/01/2009 to 12/31/2099 All terms and conditions reference in the IGSA remain the same.</p>				

DROIGSA-09-0005
INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL
AND
YUBA COUNTY, CA

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

FACILITY LOCATION:

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

**YUBA COUNTY JAIL
215 FIFTH STREET
MARYSVILLE, CA 95901**

INTERGOVERNMENTAL SERVICE AGREEMENT

- ATTACHMENT 1- Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- ATTACHMENT 2 - Wage Determination Number 2008-0362 Dated 10/22/2008.

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

(B)(6);(B)(7)(C)

Contracting Officer

By: **(B)(6);(B)(7)(C)**

Date: 15 DEC 2008

ACCEPTED:

[Service Provider Organization]

[Name] Yuba County Board of Supervisors

[Tit] **(B)(6);(B)(7)(C)**

By: **(B)(6);(B)(7)(C)**

Date: November 18, 2008

APPROVED AS TO FORM
DANIEL G. MONTGOMERY,
COUNTY COUNSEL

BY: Dan Butte

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 Yuba County Jail. 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**

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 detainees 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
Via website: www.inshealth.org

- H. Emergency Medical Care: The Service Provider shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- I. 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.

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

- B. 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 allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely. See Article XI A.
- B. 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)
Address:
Phone: XXX-XXX-XXXX
Fax: XXX-XXX-XXXX

NOTE: Consolidated invoicing will be implemented. Effective 12 January 2009, all invoices shall be submitted in accordance with the below:

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: ICE-DRO-FOD-SAN FRANCISCO-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 January 12, 2009 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. ICE directed transportation will be reimbursed at the rate of [REDACTED] per hour for Yuba County employees and [REDACTED] per hour for contracted employees. 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 [REDACTED] per hour for Yuba County

employees and [REDACTED] per hour for contracted employees. 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. The mileage rate for this agreement is [REDACTED] mile. Mileage shall be denoted as a separate item on submitted invoices. See [REDACTED]

- 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) shall be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- 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 [REDACTED] 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.

Article XX. Notification and Public Disclosures:

There shall be no public disclosures regarding this agreement made by the **PROVIDER** (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

 END OF DOCUMENT
