

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 04/17/2009		2. CONTRACT NO. (If any) DROIGSA-09-0021/		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536				b. STREET ADDRESS	
7. TO: SHERIFF D BRAD RILEY				f. SHIP VIA	
a. NAME OF CONTRACTOR CABARRUS COUNTY OF				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS PO BOX 525 25 CORBAN AVE SE				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY CONCORD		e. STATE NC	f. Z P CODE 280260525	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITION NG OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMER NG SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple		16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPL ES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 624435553 This is the IGSA for Cabarrus County North Carolina Exempt Action: Y Period of Performance: 04/07/2009 to 04/06/2014 The obligated amount of award: \$0.00. The total for this award is shown in box 17 (i).					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME DHS, ICE						\$0.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. BOX 1620 Attn: ICE-OAQ						\$0.00	
c. CITY Williston		d. STATE VT	e. Z P CODE 05495-1620					

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) [REDACTED] TITLE: CONTRACTING/ORDER NG OFFICER		
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DROIGSA-09-0021
INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL
AND
CABARRUS COUNTY N.C.

This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Cabarrus County N.C. ("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):

**Cabarrus County Jail
25 Corban Avenue S.E.
Concord, North Carolina 28026**


INTERGOVERNMENTAL SERVICE AGREEMENT

- ATTACHMENT 1- Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- ATTACHMENT 2 - Wage Determination Number 2008-0217 Dated 06/13/2008

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

ACCEPTED:

U.S. Immigration and Customs Enforcement


Contracting Officer

Date: 17 April 09

ACCEPTED:

Cabarrus County N.C.


Date: 3/26/09

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. Commencement of Services: This Agreement is neither binding nor effective unless signed by the ICE Contracting Officer. Until such time ICE provides funding for the services under to be provided this agreement, ICE is under no obligation to utilize the facility identified herein.
- B. 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 Services will be negotiated and specified in a delivery order to this Agreement.
- C. 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 Cabarrus 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. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.

- D. Consistent with Law: This is a firm fixed rate agreement, not a 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. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.

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. ICE will use its best efforts to remove the juvenile within seventy-two (72) hours.

- 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 may be required for escorting detainees to court hearings; escorting witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVII.

Article IV. Receiving and Discharging Detainees

A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording

of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

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

Article V. DHS/ICE Detention Standards

Satisfactory Performance:

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

Article VI. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the facility, including: on-site sick call, over the counter medication and routine drugs and medical supplies.

- B. In the event of an emergency, the Service Provider shall proceed immediately with necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.
- C. 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.
- D. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.
- E. The Service Provider shall furnish onsite health care under this Agreement as defined by the facility local health authority. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, if there are any.
- F. Onsite health care services shall perform initial medical screening within 12 hours of arrival to the facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries, treatment of special needs and mental health assessments. A full health assessment to include a history and hands on physical examination must be done within the first 14 days of detainee arrival. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.
- G. 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, pregnancy status, history of substance abuse).
- H. 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 ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- I. The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives

upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Treatment Authorization Request (TAR) DIHS for payment before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental, prosthetics, and dental care for cosmetic purposes).

- J. The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution that more aptly meets the needs of ICE and the detainee. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to the following address icehealth.org/tarweb.
- K. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required. 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 Coordinators, ICE Health Services, 1220 L Street, NW, PMB 468, Washington, DC, 20005-4018, phone (888) 718-8947, 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 for payment from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- L. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments.
- M. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Provider or its subcontractors/vendor upon request from the Contracting Officer's Technical Representative or Contracting officer.
- N. All claims for authorized medical care are to be submitted to the following address:

HIS VA Financial Services Center
PO Box 149345
Austin TX 78714-9345
- O. The Division of Immigration Health Services (DIHS) provides limited prescription drug coverage for individuals in the custody of ICE.

Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

1. The provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # DIHS assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
2. The pharmacy will run the prescription through the Script Care network for processing.
3. Formulary prescription will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
4. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, because non-formulary medications require prior authorization the pharmacy will receive a rejection indicating prior authorization is required. At that point the custodial facility will fax to Script Care the Drug Prior Authorization Request Form (409-833-7435) to the number designated at the top of the form. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating the prescription has been approved. Non-Formulary urgent request must be submitted in the above manner except an X should be placed on the form in the space for URGENT REQUEST and faxed to 409-923-7391. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

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 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

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, 120 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. Changes.
- (1) The Contracting Officer may at any time, by written order, and without notice to the Service Provider, if any, make changes within the general scope of this Agreement in any one or more of the following:
- (a) Description of services to be performed, including revisions to the detention standards.
 - (b) Quantity of services to be provided
 - (c) Place of performance of the services.
- (2) If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer shall make an equitable adjustment in the agreement price and shall modify the Agreement accordingly.
- (3) The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
- (4) If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer shall disallow those costs when determining a revised rate, if any.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes section of the Agreement. However, nothing in this Article shall excuse the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article XII. Adjusting the Detainee Day Rate

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

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

Article XIII. Enrollment, Invoicing, and Payment

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

B. Consolidated 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-FAT

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 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 Burlington Finance 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 provided the Service Provider maintains an active

registration in Central Contractor Registration (CCR) and all information is accurate

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 subcontractors, 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. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of \$ [REDACTED] per hour. At least two (2) 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 General Services Administration (GSA)/federal travel allowance rate established in the Agreement. The mileage rate for this agreement is \$ [REDACTED] /mile. Mileage shall be denoted as a separate item on submitted invoices.

- B. Medical/Legal Transportation: Transportation and/or escort/stationary guard services for ICE detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and for detainees attending off-site court proceedings. An officer or officers, shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control.
- C. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- E. Training and Compliance: The Service Provider shall comply with ICE transportation standards (<http://www.ice.gov/partners/dro/opsmanual/index.htm>) related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.
- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR 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 ("COTR")

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

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

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.

Article XXI. Incident Reporting:

The Service Provider shall notify the cognizant ICE office in accordance with the applicable ICE National Detention Standard.

 END OF DOCUMENT

TITLE 29--LABOR

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b) (1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor 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.

(2) (i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. 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.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b) (2) (i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b) (2) (i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d) (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for

services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g) (1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage

determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k) (1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [(Page44)) 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$14.24
GS-07	\$17.64

Search current rates at <http://www.opm.gov/oca/08tables/>

(1) (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer

shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n) (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or ([Page 45])

(2) (b) (1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

- Paragraph

OMB control number

(b) (2) (i) -- (iv) 1215-0150

(e).....	1215-0150
(g) (1) (i)--(iv).....	1215-0017
(g) (1) (v), (vi).....	1215-0150
(l) (1), (2).....	1215-0150
(q) (3).....	1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at
61 FR 68663, Dec. 30, 1996]

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

Shirley F. Ebbesen
Director

Division of Wage
Determinations

Wage Determination No.: 2008-0217

Revision No.: I

Date of Last Revision: 06/13/2008

State: North Carolina

Area: North Carolina County of Cabarrus

Employed on U.S. Department of Homeland Security contract (IGA) for prisoner detention services between
United States Immigration and Custom Enforcement and Prisoner Operations Division and Cabarrus County Jail, NC

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified
by Section 6(a)(1) of the Fair Labor Standards Act; \$5.85 per hour, effective July 24, 2007.

**** 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707		(X) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/		
		10B. DATED (SEE ITEM 13) 04/17/2009		
CODE 0868616300000	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 086861630

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

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

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

The purpose of this modification is to add a Contracting Officer's Technical Representative (COTR) for the Cabarrus County, NC, Inter-Governmental Service Agreement (IGSA) Number: DROIGSA-09-0021/. The COTR shall be [REDACTED] and her phone number is 404-893-[REDACTED]

Exempt Action: Y

Period of Performance: 04/07/2009 to 04/06/2014

All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED 03-29-12
(Signature of person authorized to sign)		



U.S. Immigration
and Customs
Enforcement

COTR Appointment Letter

Subject: Appointment as a Contracting Officer's Technical Representative (COTR)

From: [REDACTED]

To: [REDACTED]

You are hereby appointed as the Contracting Officer's Technical Representative (COTR) under Contract No. DROIGSA-09-0021 with Cabarrus County Jail for Detention, Guard Services and Transportation Services. As the COTR, your primary duty is to monitor Cabarrus County Jail performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the estimated cost stipulated in the contract. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer [REDACTED] or the Contract Administrator/Specialist [REDACTED] immediately when you are unable to perform these duties.

COTR Responsibilities and Duties

Your duties as applicable to the contract are as follows:

- I. Performing surveillance/inspection and acceptance.**
 - A) Perform on-site surveillance in accordance with the surveillance plan. Document surveillance activities and provide a copy of documentation to the CO. Review technical proficiency and compliance against the technical provisions of the contract, and verify the performance of work by the contractor.
 - B) Perform surveillance of the performance under the contract and conduct inspections necessary to assure performance and compliance with the terms and conditions of the contract.
 - C) Assure prompt review of draft reports and approval of final reports to contractor to assist with meeting the specified completion date of the contract, and assuring prompt inspection and acceptance, or rejection of deliverable.
 - D) Notify the Contractor of deficiencies observed during surveillance. Record and report to the CO all incidents of faulty or nonconforming work, delays, or problems which may disrupt or hinder future performance.
 - E) Immediately bring to the Contractor's attention, any potentially hazardous

conditions. The Contractor is always required to comply with Federal Occupational Safety and Health Administration (OSHA) guidelines, applicable labor and environmental laws, as well as any state or local requirements for workplace safety, whether in Federal facility or other location. In addition, ensure that the Contractor adheres to any specific clauses and/or the safety plan in the business agreement.

II. Monitoring activities, cost, providing input to contractor performance evaluations and notifications to the CO.

A) For T&M and labor-hour contracts, the COTR duties for monitoring contract performance should include at a minimum verifying: **(OPTIONAL)**

- 1) If the work performed is consistent and conforms with the Statement of Work;
- 2) The appropriateness of the categories of labor used;
- 3) The reasonableness of the number of hours worked, including any approved overtime,
- 4) The reasonableness of materials used, and
- 5) The hours worked against the hours billed for the invoice period.

B) For contracts with a dollar value over \$150,000.00, enter the contractor performance evaluation information into the Contactor Performance Assessment Reporting System (CPARS).

C) COTR shall Notify the CO on the following:

- 1) Any requests for changes from a contractor.
- 2) Potential labor disputes or workforce problems.
- 3) Lack of performance which may jeopardize the cost or required schedule.
- 4) Monitoring financial management controls with respect to the allocation of appropriated dollars under the designated contract.
- 5) Possible changes in Contractor management and/or key personnel.
- 6) Disagreements with the Contractor regarding performance of statement of work/objectives (SOW/SOO) requirements or other potential disputes with the Contractor about technical or other business matters.
- 7) Any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant.
- 8) Procurement fraud, waste, abuse, bribery, conflict of interest, or other improper conduct to the CO and agency office, such as the OIG.
- 9) All problems, potential disagreements or controversy, both oral and in writing, regarding the status of the contract and performance of its requirements.

III. Making recommendations for invoices and payments.

- A) Report any discrepancies in payment vouchers to the contracting officer. Provide documentation to support the representation.
- B) Evaluate progress payment requests based on costs incurred and actual work accomplished.
- C) Certify invoices in FileOnQ – WebView; Web View training, please visit OFM website at [REDACTED] Pages/direct_invoice.aspx.
- D) Reviewing contractor invoices for accuracy of work completed in accordance with contract requirements and certifying acceptance or rejection.
- E) Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend to the contracting officer approval, conditional approval, or disapproval for payment. The review must be completed within five days after receipt of the invoice or voucher. If you cannot meet the required review time, advise the contracting officer or contract specialist so that action can be taken to ensure Government compliance with the Prompt Payment Act, thereby avoiding the payment of interest penalties to the Contractor.

IV. Managing Government Furnished Property.

	YES	NO
Government Furnished Property (GFP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Government Furnished Equipment (GFE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- A) You are not authorized to provide any Government-owned (or leased) equipment or supplies or use of Government space to the Contractor, other than those specifically identified in the contract and authorized by the contracting officer.
- B) If applicable, ensure Government Furnished Property and/or Equipment is made available in a timely manner.
- C) Request the contracting officer authorize Government furnished property/equipment and, when requested by the contracting officer, provide disposition advice on Government-furnished property/equipment or contractor-acquired property.
- D) Alert the CO to any potential or existing Government asset issues.

V. Managing Contractor Employee Access and Security (when required).

COTR serves as a federal sponsor for contractor, by assisting with the agency Security process, to include handling, as appropriate, the Contractor Suitability worksheet for contractor requiring a DHSPIV card, notification of results of the contractor access submissions, ensuring the return of the DHSPIV card, and communication of contractor and employee's changes in status.

VI. Training:

As a COTR, you shall adhere to DHS Annual Skills Currency to maintain COTR

certification and any other special instructions for obtaining training, to include ethics or other relevant training.

Non-Delegable Functions and Exclusions

As COTR you shall not:

- A) Make or give the appearance of being able to make commitments, modifications, or other actions which would commit the Government to a change in price, performance, quality, quantity or the delivery.
- B) Provide guidance to the contractor, either orally or in writing, which might be interpreted as a change in the scope or terms of the contract.
- C) Change or modify any of the terms and conditions, or statement of work of a contract, business agreements, or transaction.
- D) Approve items of cost not specifically authorized or increase dollar limits for the contract or business agreement.
- E) Take any action with respect to termination, except to notify the contracting officer that action may be necessary and to assist with the process as requested.
- F) Engage in conduct prejudicial to the Government.
- G) Sign contracts or contract modifications.
- H) Direct a contractor (oral or written) to begin work prior to contract award date or notice to proceed, or to stop work.
- I) Participate in negotiations with a contractor outside the presence of a contracting officer.
- J) Render a decision on any dispute or question of fact under the Disputes clause of the contract.
- K) Interfere with the contractor's management by supervising contractor employees or otherwise directing their work efforts.
- L) Make any agreement with the Contractor relating to the expenditure of Government funds.
- M) Make unauthorized commitments; COTR may be personally liable for the ratification of unauthorized commitments.
- N) Specifying how the Contractor will accomplish performance.
- O) Imposing or placing a demand upon the Contractor to perform any task or permitting any substitution not specifically provided for in the contract and/or the business agreement.
- P) Delegating your authority.

FAR and DHS Authorities/Directives, Government Ethics and Training:

Complete and file with the ICE Ethics Office an OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment and annually thereafter until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), Potomac Center North (PCN) 500, 12th Street, SW, Washington, DC 20024. In addition, you are required to complete annual ethics training as stipulated by the ICE Ethics Official.

NOTE: The responsibilities and exclusions set forth in this document are not

intended to be all encompassing. As a COTR, you are required to consult with the contracting officer when there are questions on your authority. You are NOT authorized to re-delegate your authority. Violation or misuse of your authority could result in abuse of DHS policy and resources at a minimum or monetary loss to the COTR or firm involved, disciplinary actions, and other measures, depending on the extent of the offense.

Contract file's content and maintenance:

COTR shall maintain a contract-working file to include a copy of the contract and all modifications, correspondence, invoices/vouchers, financial tracking, reviews and past performance information. All COTR files will be turn in to the CO upon completion of the contract.

If you have any questions or problems, please contact the Contract Specialist, [redacted] at 202-732-[redacted]

Appointment Effective and Termination Dates:

Your appointment as the COTR under the above numbered contract is terminated upon receipt of a written notice of termination from the appointing Contracting Officer, the Contracting Officer's successor, or a higher level of authority.

[redacted]

[redacted]

03/28/2012

Name of Contracting Officer

Date

Acknowledgement Receipt and Acceptance of Appointment:

Please acknowledge receipt and acceptance of this appointment by signing and returning the attached acknowledgement section to the Contracting Officer or contract administrator/specialist.

I understand and accept my assignment as the COTR under Contract Number DROIGSA-09-0021 as outlined in your letter to me dated

[redacted]

[redacted]

03/12/2012

Name of COTR

Signature of COTR

Effective Date

Date Received by Agency

Page Number

CONFIDENTIAL FINANCIAL DISCLOSURE REPORT

Executive Branch

Employee's Name (Print last, first, middle initial)		E-mail Address	
Position/Title Special Assistant		Grade	
Agency Immigration Customs Enforcement		Branch/Unit and Address Enforcement Removal Operations 180 Spring Street, SW, Atlanta, GA 30303	
Work Phone 404-893-	Reporting Status New Entrant <input type="checkbox"/> Annual <input checked="" type="checkbox"/>	If New Entrant, Date of Appointment to Position (mm/dd/yy)	
Check box if Special Government Employee (SGE) <input type="checkbox"/>	An SGE is an executive branch officer or employee who is retained, designated, appointed, or employed to perform temporary duties either on a full-time or intermittent basis, with or without compensation, for a period not to exceed 130 days during any consecutive 365-day period.		
If an SGE, Mailing Address (Number, Street, City, State, ZIP Code)			

- Step 1: Read the instructions for Parts I through V on the following pages.
 Step 2: For each statement below, check Yes or No to describe your situation.

I. I have reportable assets or sources of income for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
II. I have reportable liabilities (debts) for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
III. I have reportable outside positions for myself.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
IV. I have reportable agreements or arrangements for myself.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
NOTE: Statement V is for annual filers only. It does not apply to new entrants and SGEs.		
V. I have reportable gifts or travel reimbursements for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

- Step 3: If you selected Yes for any statement, you must describe the reportable interests that you have in the corresponding Part (I, II, III, IV, or V) of the form.
 Step 4: Sign and date the form.
 Step 5: Submit the completed form to your ethics office.

I certify that the statements I have made on this form and all attached statements are true, complete, and correct to the best of my knowledge.

Signature	Date (mm/dd/yy)
[Redacted]	3/20/2012

FOR REVIEWERS USE ONLY.

On the basis of information contained in this report, I conclude that the filer is in compliance with applicable laws and regulations, except as noted in the "Comments" section.

Signature	Date (mm/dd/yy)
[Redacted]	3/26/2012
E-mail	Phone Number
[Redacted]	404-893-[Redacted]
Signature	Date (mm/dd/yy)
Deputy Assistant Director	03/27/12

(Check box if continued on additional page)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

P00002

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (if other than Item 6)

CODE

ICE/DM/DC-DC

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

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

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

CABARRUS COUNTY OF
PO BOX 707
CONCORD NC 280260707

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-09-0021/

10B. DATED (SEE ITEM 13)

CODE 0868616300000

FACILITY CODE

04/17/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 086861630

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

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

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

The purpose of this modification is to incorporate the Department of Labor (DOL) Wage Rate Determination into the IGSA with Cabarrus County, NC. under Wage Determination Number: 2005-2391 Revision Number: 13.

Exempt Action: Y

Period of Performance: 04/07/2009 to 04/06/2014

All other terms and conditions remain the same.

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)

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

02/07/13

WD 05-2391 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2391
Revision No.: 13
Date Of Revision: 06/13/2012

States: North Carolina, South Carolina

Area: North Carolina Counties of Alexander, Anson, Cabarrus, Catawba,
Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes

South Carolina Counties of Chesterfield, Lancaster, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.08
01012 - Accounting Clerk II		15.80
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		26.85
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		11.56
01052 - Data Entry Operator II		13.00
01060 - Dispatcher, Motor Vehicle		17.88
01070 - Document Preparation Clerk		12.71
01090 - Duplicating Machine Operator		12.71
01111 - General Clerk I		11.81
01112 - General Clerk II		12.88
01113 - General Clerk III		14.46
01120 - Housing Referral Assistant		22.66
01141 - Messenger Courier		12.10
01191 - Order Clerk I		11.56
01192 - Order Clerk II		12.76
01261 - Personnel Assistant (Employment) I		15.34
01262 - Personnel Assistant (Employment) II		16.39
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		18.52
01280 - Receptionist		13.87
01290 - Rental Clerk		15.24
01300 - Scheduler, Maintenance		17.63
01311 - Secretary I		17.63
01312 - Secretary II		19.88
01313 - Secretary III		22.66
01320 - Service Order Dispatcher		14.93
01410 - Supply Technician		26.85
01420 - Survey Worker		18.35
01531 - Travel Clerk I		11.33
01532 - Travel Clerk II		12.07
01533 - Travel Clerk III		12.86
01611 - Word Processor I		14.61
01612 - Word Processor II		16.59
01613 - Word Processor III		18.55
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.91

05010 - Automotive Electrician	20.99
05040 - Automotive Glass Installer	19.38
05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.06
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	22.06
05220 - Motor Vehicle Mechanic Helper	16.29
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter, Automotive	20.99
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	11.47
05400 - Transmission Repair Specialist	22.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	10.33
07042 - Cook II	11.59
07070 - Dishwasher	9.24
07130 - Food Service Worker	8.77
07210 - Meat Cutter	13.45
07260 - Waiter/Waitress	9.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.37
09040 - Furniture Handler	10.92
09080 - Furniture Refinisher	13.98
09090 - Furniture Refinisher Helper	11.19
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	16.28
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	10.52
11090 - Gardener	13.20
11122 - Housekeeping Aide	11.62
11150 - Janitor	11.62
11210 - Laborer, Grounds Maintenance	11.03
11240 - Maid or Houseman	9.00
11260 - Pruner	9.77
11270 - Tractor Operator	13.06
11330 - Trail Maintenance Worker	11.03
11360 - Window Cleaner	13.11
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	17.96
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	25.61
12020 - Dental Assistant	19.04
12025 - Dental Hygienist	32.03
12030 - EKG Technician	25.29
12035 - Electroneurodiagnostic Technologist	25.29
12040 - Emergency Medical Technician	16.58
12071 - Licensed Practical Nurse I	16.06
12072 - Licensed Practical Nurse II	17.96
12073 - Licensed Practical Nurse III	20.03
12100 - Medical Assistant	14.09
12130 - Medical Laboratory Technician	17.36
12160 - Medical Record Clerk	13.66
12190 - Medical Record Technician	15.30
12195 - Medical Transcriptionist	16.62
12210 - Nuclear Medicine Technologist	30.96
12221 - Nursing Assistant I	10.14

12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.44
12224 - Nursing Assistant IV	13.96
12235 - Optical Dispenser	18.46
12236 - Optical Technician	14.32
12250 - Pharmacy Technician	13.57
12280 - Phlebotomist	13.96
12305 - Radiologic Technologist	26.39
12311 - Registered Nurse I	23.03
12312 - Registered Nurse II	28.17
12313 - Registered Nurse II, Specialist	28.17
12314 - Registered Nurse III	34.09
12315 - Registered Nurse III, Anesthetist	34.09
12316 - Registered Nurse IV	40.82
12317 - Scheduler (Drug and Alcohol Testing)	20.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.14
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.50
13041 - Illustrator I	18.14
13042 - Illustrator II	22.48
13043 - Illustrator III	27.50
13047 - Librarian	24.89
13050 - Library Aide/Clerk	12.09
13054 - Library Information Technology Systems Administrator	22.48
13058 - Library Technician	14.48
13061 - Media Specialist I	16.22
13062 - Media Specialist II	18.14
13063 - Media Specialist III	20.23
13071 - Photographer I	15.85
13072 - Photographer II	17.73
13073 - Photographer III	21.96
13074 - Photographer IV	26.87
13075 - Photographer V	32.51
13110 - Video Teleconference Technician	18.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.93
14042 - Computer Operator II	17.81
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.06
14045 - Computer Operator V	24.44
14071 - Computer Programmer I	21.04
14072 - Computer Programmer II	26.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.93
14160 - Personal Computer Support Technician	22.06
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.23
15020 - Aircrew Training Devices Instructor (Rated)	32.97
15030 - Air Crew Training Devices Instructor (Pilot)	39.52
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.54
15070 - Flight Instructor (Pilot)	39.52
15080 - Graphic Artist	24.05
15090 - Technical Instructor	24.46
15095 - Technical Instructor/Course Developer	29.92

15110 - Test Proctor	19.74
15120 - Tutor	19.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.85
16030 - Counter Attendant	8.85
16040 - Dry Cleaner	10.96
16070 - Finisher, Flatwork, Machine	8.85
16090 - Presser, Hand	8.85
16110 - Presser, Machine, Drycleaning	8.85
16130 - Presser, Machine, Shirts	8.85
16160 - Presser, Machine, Wearing Apparel, Laundry	8.85
16190 - Sewing Machine Operator	11.64
16220 - Tailor	12.27
16250 - Washer, Machine	9.50
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.78
19040 - Tool And Die Maker	20.30
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.11
21030 - Material Coordinator	18.52
21040 - Material Expediter	18.52
21050 - Material Handling Laborer	12.13
21071 - Order Filler	11.84
21080 - Production Line Worker (Food Processing)	15.11
21110 - Shipping Packer	14.62
21130 - Shipping/Receiving Clerk	14.62
21140 - Store Worker I	10.48
21150 - Stock Clerk	14.79
21210 - Tools And Parts Attendant	15.11
21410 - Warehouse Specialist	15.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.39
23021 - Aircraft Mechanic I	23.22
23022 - Aircraft Mechanic II	24.39
23023 - Aircraft Mechanic III	25.61
23040 - Aircraft Mechanic Helper	17.66
23050 - Aircraft, Painter	22.57
23060 - Aircraft Servicer	19.73
23080 - Aircraft Worker	20.90
23110 - Appliance Mechanic	18.11
23120 - Bicycle Repairer	11.38
23125 - Cable Splicer	23.71
23130 - Carpenter, Maintenance	16.42
23140 - Carpet Layer	16.35
23160 - Electrician, Maintenance	19.24
23181 - Electronics Technician Maintenance I	19.60
23182 - Electronics Technician Maintenance II	21.12
23183 - Electronics Technician Maintenance III	24.85
23260 - Fabric Worker	16.73
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.76
23311 - Fuel Distribution System Mechanic	21.55
23312 - Fuel Distribution System Operator	18.53
23370 - General Maintenance Worker	17.56
23380 - Ground Support Equipment Mechanic	23.22
23381 - Ground Support Equipment Servicer	19.73
23382 - Ground Support Equipment Worker	20.90
23391 - Gunsmith I	15.76
23392 - Gunsmith II	17.68
23393 - Gunsmith III	20.16
23410 - Heating, Ventilation And Air-Conditioning	19.95

Mechanic	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.96
23430 - Heavy Equipment Mechanic	18.98
23440 - Heavy Equipment Operator	16.31
23460 - Instrument Mechanic	23.15
23465 - Laboratory/Shelter Mechanic	18.69
23470 - Laborer	12.13
23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	22.08
23550 - Machinist, Maintenance	17.55
23580 - Maintenance Trades Helper	12.80
23591 - Metrology Technician I	23.15
23592 - Metrology Technician II	24.32
23593 - Metrology Technician III	25.44
23640 - Millwright	21.55
23710 - Office Appliance Repairer	20.26
23760 - Painter, Maintenance	15.52
23790 - Pipefitter, Maintenance	20.62
23810 - Plumber, Maintenance	17.64
23820 - Pneudraulic Systems Mechanic	19.63
23850 - Rigger	21.59
23870 - Scale Mechanic	17.68
23890 - Sheet-Metal Worker, Maintenance	15.74
23910 - Small Engine Mechanic	14.88
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.65
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	17.10
23965 - Well Driller	17.57
23970 - Woodcraft Worker	19.63
23980 - Woodworker	14.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.87
24580 - Child Care Center Clerk	12.31
24610 - Chore Aide	9.24
24620 - Family Readiness And Support Services Coordinator	13.30
24630 - Homemaker	13.68
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.33
25040 - Sewage Plant Operator	17.69
25070 - Stationary Engineer	20.33
25190 - Ventilation Equipment Tender	14.83
25210 - Water Treatment Plant Operator	17.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.98
27007 - Baggage Inspector	11.70
27008 - Corrections Officer	15.96
27010 - Court Security Officer	18.30
27030 - Detection Dog Handler	15.13
27040 - Detention Officer	15.96
27070 - Firefighter	18.54
27101 - Guard I	11.70
27102 - Guard II	15.13
27131 - Police Officer I	19.63
27132 - Police Officer II	21.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.02
28042 - Carnival Equipment Repairer	11.71
28043 - Carnival Equipment Worker	8.68

28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.72
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.69
28515 - Recreation Specialist	18.26
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.68
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	17.72
29042 - Stevedore II	19.77
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.15
30022 - Archeological Technician II	18.89
30023 - Archeological Technician III	23.01
30030 - Cartographic Technician	23.07
30040 - Civil Engineering Technician	21.85
30061 - Drafter/CAD Operator I	15.15
30062 - Drafter/CAD Operator II	18.89
30063 - Drafter/CAD Operator III	20.96
30064 - Drafter/CAD Operator IV	23.25
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.92
30084 - Engineering Technician IV	23.44
30085 - Engineering Technician V	28.68
30086 - Engineering Technician VI	34.70
30090 - Environmental Technician	19.68
30210 - Laboratory Technician	19.99
30240 - Mathematical Technician	23.04
30361 - Paralegal/Legal Assistant I	17.08
30362 - Paralegal/Legal Assistant II	21.17
30363 - Paralegal/Legal Assistant III	25.90
30364 - Paralegal/Legal Assistant IV	31.33
30390 - Photo-Optics Technician	23.07
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.73
30463 - Technical Writer III	29.10
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.96
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.10
31030 - Bus Driver	17.62
31043 - Driver Courier	15.70
31260 - Parking and Lot Attendant	10.34
31290 - Shuttle Bus Driver	16.78
31310 - Taxi Driver	10.25
31361 - Truckdriver, Light	16.78
31362 - Truckdriver, Medium	18.59
31363 - Truckdriver, Heavy	19.15

31364 - Truckdriver, Tractor-Trailer	19.15
99000 - Miscellaneous Occupations	
99030 - Cashier	9.50
99050 - Desk Clerk	10.24
99095 - Embalmer	24.90
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	11.33
99310 - Mortician	30.68
99410 - Pest Controller	14.71
99510 - Photofinishing Worker	11.92
99710 - Recycling Laborer	14.34
99711 - Recycling Specialist	16.99
99730 - Refuse Collector	12.71
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	11.42
99830 - Survey Party Chief	18.25
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.86
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	14.16
99842 - Vending Machine Repairer Helper	11.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 4174)

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

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

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. P00003 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-DC

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x DROIGSA-09-0021/
 10B. DATED (SEE ITEM 13) 04/17/2009
 CODE 086861630000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 086861630
 Contracting Officer's Technical Representative: [REDACTED] 404-893-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to delete modification P00002 which included erroneously Wage Determination Number: 2005-2391 Revision Number: 13
 Exempt Action: Y
 Period of Performance: 04/07/2009 to 04/06/2014
 All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] or print)
 15B. CONTRACTOR/OFFEROR [REDACTED] 15C. DATE [REDACTED] 16C. DATE SIGNED 02/11/13
 (Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

P00004

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

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

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

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

CABARRUS COUNTY OF
PO BOX 707
CONCORD NC 280260707

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-09-0021/

10B. DATED (SEE ITEM 13)

04/17/2009

CODE 0868616300000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 086861630

Program Office POC/Contracting Officer's Representative: [REDACTED] 404-893-[REDACTED]

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

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

The purpose of this modification is to add the COR into the Inter-Governmental Service Agreement (IGSA).

Exempt Action: Y

Period of Performance: 04/07/2009 to 04/06/2014

All other terms and conditions remain the same.

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

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

force and effect.

SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

4/19/2013

NSN 7540-01-152-8070
Previous edition unusable

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0868616300000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/	10B. DATED (SEE ITEM 13) 04/17/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 086861630
Program Office POC/Contracting Officer's Representative: [REDACTED] 404-893-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]

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

Incorporate the following under Article I. Purpose
IGSA Prices:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16C. DATE SIGNED 06/09/13

NAME OF OFFEROR OR CONTRACTOR
CABARRUS COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Article I: Bed Rate: [REDACTED]</p> <p>Article XVII: Transport Rate: [REDACTED]</p> <p>Article XVII: Transport Rate-Overtime: [REDACTED]</p> <p>Article XVII: Mileage Rate: Pursuant to current GSA federal travel allowance rates</p> <p>Replace Article XIII, Enrollment, Invoicing and Payment, paragraph B - Invoicing, with the following:</p> <p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>[REDACTED]</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-ATL Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CABARRUS COUNTY OF

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

NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services (other than firm fixed price): (1) Bed day rate; (2) Resident's/detainee's check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Resident's/detainee's identification information</p> <p>(iv). Transportation Services (other than firm fixed price): (1) The mileage rate being applied for that invoice. (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services (other than firm fixed price): (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, Continued ...</p>				

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CABARRUS COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required: -Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. -Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. -Use shredders when discarding paper documents containing Sensitive PII. -Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov Exempt Action: Y Period of Performance: 04/07/2009 to 04/06/2014</p> <p>Add Item 0001 as follows:</p>				
0001	<p>Detention Bed Day Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0002 as follows:</p>		DA		0.00
0002	<p>Transportation Services Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0003 as follows:</p>		HR		0.00
0003	<p>Transportation Services-Overtime Continued ...</p>		HR		0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00006

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-DC

CODE

ICE/DM/DC-DC

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

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

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

CABARRUS COUNTY OF
PO BOX 707
CONCORD NC 280260707

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-09-0021/

10B. DATED (SEE ITEM 13)

04/17/2009

CODE

086861630000

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

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

D. OTHER (Specify type of modification and authority)

X FAR 43.103 & 41 U.S. C. 351, Service Contract Act of 1965

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: 086861630

Program Office POC/Contracting Officer's Representative: [REDACTED]

404-893-[REDACTED]

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

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

Cabarrus County POC: [REDACTED]

The purpose of this bilateral modification is threefold.

The first purpose of this modification is to extend the period of performance through 07/31/2015. Requisition 192114FATATL00017.4 is incorporated by reference.

Continued ...

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

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

ca and effect

(Type or print)

D. Brad Riley, Sheriff

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

D. Brad Riley
(Signature of person authorized to sign)

8-12

8/26/14

NSN 7540-01-152-8070
Previous edition unusable

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

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification will also incorporate Department of Labor Wage Determination No: 2005-2391, Revision 14, dated 06/19/2013, a copy of which is attached to this modification. The wage determination and subsequent labor category wage increases are in effect as of the start of the 2014 Task Order which will be established once a funded Requisition is received and a resulting FY 2014 Task Order executed.</p> <p>The service provider must notify the Contracting Officer in writing within thirty (30) days after receipt of this modification of the following:</p> <p>a) Request for Service Contract Act Price Adjustment. The request must include the following supporting documentation:</p> <ul style="list-style-type: none"> • Employee name and occupational title, • Actual hours paid and/or worked for each • Actual hourly wages and wage rates used in previous performance period • Actual H&W wages and rates used in previous performance period • How was H&W paid? (i.e. cash to employees or paid to third party) • Applicable workers compensation rate (if H&W was paid in cash to employees) • Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA) (if applicable) <p>b) If you do not believe that the subject area wide wage determination is applicable to this agreement, please respond with your Request for a Contract Specific Wage Determination (CSWD). The request must include the following supporting data/documentation. DOL will have the final decision in any request for CSWD.</p> <ul style="list-style-type: none"> • Occupational Title • Number of Employees • Hourly Wage <p>The final purpose of this modification is to attach DHS PREA Standards.</p> <p>Therefore, this contract modification incorporates by attachment the requirements of the U.S.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014). Exempt Action: Y Period of Performance: 04/07/2009 to 07/31/2015				

WD 05-2391 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

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

Diane C. Koplewski Director	Division of Wage Determinations		Wage Determination No.: 2005-2391 Revision No.: 14 Date Of Revision: 06/19/2013
--------------------------------	------------------------------------	--	---

States: North Carolina, South Carolina

Area: North Carolina Counties of Alexander, Anson, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes

South Carolina Counties of Chesterfield, Lancaster, York

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.08
01012 - Accounting Clerk II		15.80
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		26.85
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		11.56
01052 - Data Entry Operator II		13.00
01060 - Dispatcher, Motor Vehicle		17.88
01070 - Document Preparation Clerk		12.71
01090 - Duplicating Machine Operator		12.71
01111 - General Clerk I		11.81
01112 - General Clerk II		12.88
01113 - General Clerk III		14.46
01120 - Housing Referral Assistant		22.66
01141 - Messenger Courier		12.10
01191 - Order Clerk I		11.56
01192 - Order Clerk II		12.76
01261 - Personnel Assistant (Employment) I		15.34
01262 - Personnel Assistant (Employment) II		16.39
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		18.52
01280 - Receptionist		13.87
01290 - Rental Clerk		15.24
01300 - Scheduler, Maintenance		17.63
01311 - Secretary I		17.63
01312 - Secretary II		19.88
01313 - Secretary III		22.66
01320 - Service Order Dispatcher		14.93
01410 - Supply Technician		26.85
01420 - Survey Worker		18.35
01531 - Travel Clerk I		11.33
01532 - Travel Clerk II		12.07
01533 - Travel Clerk III		12.86
01611 - Word Processor I		14.61
01612 - Word Processor II		16.59
01613 - Word Processor III		18.55
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.91

05010 - Automotive Electrician	20.99
05040 - Automotive Glass Installer	19.38
05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.06
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	22.06
05220 - Motor Vehicle Mechanic Helper	16.29
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter, Automotive	20.99
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	11.47
05400 - Transmission Repair Specialist	22.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	10.33
07042 - Cook II	11.59
07070 - Dishwasher	9.24
07130 - Food Service Worker	8.77
07210 - Meat Cutter	13.45
07260 - Waiter/Waitress	9.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.37
09040 - Furniture Handler	10.92
09080 - Furniture Refinisher	13.98
09090 - Furniture Refinisher Helper	11.19
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	16.28
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	10.52
11090 - Gardener	13.20
11122 - Housekeeping Aide	11.62
11150 - Janitor	11.62
11210 - Laborer, Grounds Maintenance	11.03
11240 - Maid or Houseman	9.00
11260 - Pruner	9.77
11270 - Tractor Operator	13.06
11330 - Trail Maintenance Worker	11.03
11360 - Window Cleaner	13.11
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	17.96
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	25.61
12020 - Dental Assistant	19.04
12025 - Dental Hygienist	32.03
12030 - EKG Technician	25.29
12035 - Electroneurodiagnostic Technologist	25.29
12040 - Emergency Medical Technician	16.58
12071 - Licensed Practical Nurse I	16.06
12072 - Licensed Practical Nurse II	17.96
12073 - Licensed Practical Nurse III	20.03
12100 - Medical Assistant	14.09
12130 - Medical Laboratory Technician	17.36
12160 - Medical Record Clerk	13.66
12190 - Medical Record Technician	15.30
12195 - Medical Transcriptionist	16.62
12210 - Nuclear Medicine Technologist	30.96
12221 - Nursing Assistant I	10.14

12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.44
12224 - Nursing Assistant IV	13.96
12235 - Optical Dispenser	18.46
12236 - Optical Technician	14.32
12250 - Pharmacy Technician	13.57
12280 - Phlebotomist	13.96
12305 - Radiologic Technologist	26.39
12311 - Registered Nurse I	23.03
12312 - Registered Nurse II	28.17
12313 - Registered Nurse II, Specialist	28.17
12314 - Registered Nurse III	34.09
12315 - Registered Nurse III, Anesthetist	34.09
12316 - Registered Nurse IV	40.82
12317 - Scheduler (Drug and Alcohol Testing)	20.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.14
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.50
13041 - Illustrator I	18.14
13042 - Illustrator II	22.48
13043 - Illustrator III	27.50
13047 - Librarian	24.89
13050 - Library Aide/Clerk	12.09
13054 - Library Information Technology Systems Administrator	22.48
13058 - Library Technician	14.48
13061 - Media Specialist I	16.22
13062 - Media Specialist II	18.14
13063 - Media Specialist III	20.23
13071 - Photographer I	15.85
13072 - Photographer II	17.73
13073 - Photographer III	21.96
13074 - Photographer IV	26.87
13075 - Photographer V	32.51
13110 - Video Teleconference Technician	18.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.93
14042 - Computer Operator II	17.81
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.06
14045 - Computer Operator V	24.44
14071 - Computer Programmer I	21.04
14072 - Computer Programmer II	26.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.93
14160 - Personal Computer Support Technician	22.06
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.23
15020 - Aircrew Training Devices Instructor (Rated)	32.97
15030 - Air Crew Training Devices Instructor (Pilot)	39.52
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.54
15070 - Flight Instructor (Pilot)	39.52
15080 - Graphic Artist	24.05
15090 - Technical Instructor	24.46
15095 - Technical Instructor/Course Developer	29.92

15110 - Test Proctor	19.74
15120 - Tutor	19.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.85
16030 - Counter Attendant	8.85
16040 - Dry Cleaner	10.96
16070 - Finisher, Flatwork, Machine	8.85
16090 - Presser, Hand	8.85
16110 - Presser, Machine, Drycleaning	8.85
16130 - Presser, Machine, Shirts	8.85
16160 - Presser, Machine, Wearing Apparel, Laundry	8.85
16190 - Sewing Machine Operator	11.64
16220 - Tailor	12.27
16250 - Washer, Machine	9.50
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.78
19040 - Tool And Die Maker	20.30
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.11
21030 - Material Coordinator	18.52
21040 - Material Expediter	18.52
21050 - Material Handling Laborer	12.13
21071 - Order Filler	11.84
21080 - Production Line Worker (Food Processing)	15.11
21110 - Shipping Packer	14.62
21130 - Shipping/Receiving Clerk	14.62
21140 - Store Worker I	10.48
21150 - Stock Clerk	14.79
21210 - Tools And Parts Attendant	15.11
21410 - Warehouse Specialist	15.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.39
23021 - Aircraft Mechanic I	23.22
23022 - Aircraft Mechanic II	24.39
23023 - Aircraft Mechanic III	25.61
23040 - Aircraft Mechanic Helper	17.66
23050 - Aircraft, Painter	22.57
23060 - Aircraft Servicer	19.73
23080 - Aircraft Worker	20.90
23110 - Appliance Mechanic	18.11
23120 - Bicycle Repairer	11.38
23125 - Cable Splicer	23.71
23130 - Carpenter, Maintenance	16.42
23140 - Carpet Layer	16.35
23160 - Electrician, Maintenance	19.24
23181 - Electronics Technician Maintenance I	19.60
23182 - Electronics Technician Maintenance II	21.12
23183 - Electronics Technician Maintenance III	24.85
23260 - Fabric Worker	16.73
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.76
23311 - Fuel Distribution System Mechanic	21.55
23312 - Fuel Distribution System Operator	18.53
23370 - General Maintenance Worker	17.56
23380 - Ground Support Equipment Mechanic	23.22
23381 - Ground Support Equipment Servicer	19.73
23382 - Ground Support Equipment Worker	20.90
23391 - Gunsmith I	15.76
23392 - Gunsmith II	17.68
23393 - Gunsmith III	20.16
23410 - Heating, Ventilation And Air-Conditioning	19.95

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	20.96
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	18.98
23440 - Heavy Equipment Operator	16.31
23460 - Instrument Mechanic	23.15
23465 - Laboratory/Shelter Mechanic	18.69
23470 - Laborer	12.13
23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	22.08
23550 - Machinist, Maintenance	17.55
23580 - Maintenance Trades Helper	12.80
23591 - Metrology Technician I	23.15
23592 - Metrology Technician II	24.32
23593 - Metrology Technician III	25.44
23640 - Millwright	21.55
23710 - Office Appliance Repairer	20.26
23760 - Painter, Maintenance	15.52
23790 - Pipefitter, Maintenance	20.62
23810 - Plumber, Maintenance	17.64
23820 - Pneudraulic Systems Mechanic	19.63
23850 - Rigger	21.59
23870 - Scale Mechanic	17.68
23890 - Sheet-Metal Worker, Maintenance	15.74
23910 - Small Engine Mechanic	14.88
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.65
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	17.10
23965 - Well Driller	17.57
23970 - Woodcraft Worker	19.63
23980 - Woodworker	14.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.87
24580 - Child Care Center Clerk	12.31
24610 - Chore Aide	9.24
24620 - Family Readiness And Support Services	13.30
Coordinator	
24630 - Homemaker	13.68
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.33
25040 - Sewage Plant Operator	17.69
25070 - Stationary Engineer	20.33
25190 - Ventilation Equipment Tender	14.83
25210 - Water Treatment Plant Operator	17.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.98
27007 - Baggage Inspector	11.70
27008 - Corrections Officer	15.96
27010 - Court Security Officer	18.30
27030 - Detection Dog Handler	15.13
27040 - Detention Officer	15.96
27070 - Firefighter	18.54
27101 - Guard I	11.70
27102 - Guard II	15.13
27131 - Police Officer I	19.63
27132 - Police Officer II	21.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.02
28042 - Carnival Equipment Repairer	11.71
28043 - Carnival Equipment Worker	8.68

28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.72
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.69
28515 - Recreation Specialist	18.26
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.68
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	17.72
29042 - Stevedore II	19.77
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.15
30022 - Archeological Technician II	18.89
30023 - Archeological Technician III	23.01
30030 - Cartographic Technician	23.07
30040 - Civil Engineering Technician	21.85
30061 - Drafter/CAD Operator I	15.15
30062 - Drafter/CAD Operator II	18.89
30063 - Drafter/CAD Operator III	20.96
30064 - Drafter/CAD Operator IV	23.25
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.92
30084 - Engineering Technician IV	23.44
30085 - Engineering Technician V	28.68
30086 - Engineering Technician VI	34.70
30090 - Environmental Technician	19.68
30210 - Laboratory Technician	19.99
30240 - Mathematical Technician	23.04
30361 - Paralegal/Legal Assistant I	17.08
30362 - Paralegal/Legal Assistant II	21.17
30363 - Paralegal/Legal Assistant III	25.90
30364 - Paralegal/Legal Assistant IV	31.33
30390 - Photo-Optics Technician	23.07
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.73
30463 - Technical Writer III	29.10
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.96
30621 - Weather Observer, Senior (see 2)	21.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.10
31030 - Bus Driver	17.62
31043 - Driver Courier	15.70
31260 - Parking and Lot Attendant	10.34
31290 - Shuttle Bus Driver	16.78
31310 - Taxi Driver	10.25
31361 - Truckdriver, Light	16.78
31362 - Truckdriver, Medium	18.59
31363 - Truckdriver, Heavy	19.15

31364 - Truckdriver, Tractor-Trailer	19.15
99000 - Miscellaneous Occupations	
99030 - Cashier	9.50
99050 - Desk Clerk	10.24
99095 - Embalmer	24.90
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	11.33
99310 - Mortician	30.68
99410 - Pest Controller	14.71
99510 - Photofinishing Worker	11.92
99710 - Recycling Laborer	14.34
99711 - Recycling Specialist	16.99
99730 - Refuse Collector	12.71
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	11.42
99830 - Survey Party Chief	18.25
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.86
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	14.16
99842 - Vending Machine Repairer Helper	11.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 4174)

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

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

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 09/23/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	7. ADM NISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/
		10B. DATED (SEE ITEM 13) 04/17/2009

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. ACCOUNT NG 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 MOD FIED 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) 41 U.S. C. 351, Service Contract Act of 1965

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: 086861630
Program Office POC/Contracting Officer's Representative: [REDACTED], 404-893-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]
Cabarrus County POC: [REDACTED]

The purpose of this bilateral modification is to incorporate Department of Labor Wage Determination No: 2005-2391, Revision 15, dated 07/25/2014 effective 08/01/2014.

The service provider must notify the Contracting Officer in writing within thirty (30) days after receipt of this modification of the following:
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED]
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)	_____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0021//P00007

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CABARRUS COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a) Request for Service Contract Act Price Adjustment. The request must include the following supporting documentation:</p> <ul style="list-style-type: none"> • Employee name and occupational title, • Actual hours paid and/or worked for each • Actual hourly wages and wage rates used in previous performance period • Actual H&W wages and rates used in previous performance period • How was H&W paid? (i.e. cash to employees or paid to third party) • Applicable workers compensation rate (if H&W was paid in cash to employees) • Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA) (if applicable) <p>b) If you do not believe that the subject area wide wage determination is applicable to this agreement, please respond with your Request for a Contract Specific Wage Determination (CSWD). The request must include the following supporting data/documentation. DOL will have the final decision in any request for CSWD.</p> <ul style="list-style-type: none"> • Occupational Title • Number of Employees • Hourly Wage <p>SUGGESTED FORMAT: Price Adjustment Calculation Tool (PACT)</p> <p>The PACT is a format service providers may use to present data need to support written claims for price adjustments under the Service Contract Act. The PACT may be obtained online at www.wdol.gov. Exempt Action: Y Period of Performance: 04/07/2009 to 07/31/2015</p>				

WD 05-2391 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2391
Revision No.: 15
Date Of Revision: 07/25/2014

States: North Carolina, South Carolina

Area: North Carolina Counties of Alexander, Anson, Cabarrus, Catawba,
Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes

South Carolina Counties of Chesterfield, Lancaster, York

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.08
01012 - Accounting Clerk II		15.80
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		26.85
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		11.56
01052 - Data Entry Operator II		13.00
01060 - Dispatcher, Motor Vehicle		17.88
01070 - Document Preparation Clerk		12.71
01090 - Duplicating Machine Operator		12.71
01111 - General Clerk I		11.81
01112 - General Clerk II		12.88
01113 - General Clerk III		14.46
01120 - Housing Referral Assistant		22.66
01141 - Messenger Courier		12.10
01191 - Order Clerk I		11.56
01192 - Order Clerk II		12.76
01261 - Personnel Assistant (Employment) I		15.34
01262 - Personnel Assistant (Employment) II		16.39
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		18.52
01280 - Receptionist		13.87
01290 - Rental Clerk		15.24
01300 - Scheduler, Maintenance		17.63
01311 - Secretary I		17.63
01312 - Secretary II		19.88
01313 - Secretary III		22.66
01320 - Service Order Dispatcher		14.93
01410 - Supply Technician		26.85
01420 - Survey Worker		18.35
01531 - Travel Clerk I		11.33
01532 - Travel Clerk II		12.07
01533 - Travel Clerk III		12.86
01611 - Word Processor I		14.61
01612 - Word Processor II		16.59
01613 - Word Processor III		18.55
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	22.91
05010 - Automotive Electrician	20.99
05040 - Automotive Glass Installer	19.38
05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.06
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	22.06
05220 - Motor Vehicle Mechanic Helper	16.29
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter, Automotive	20.99
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	11.47
05400 - Transmission Repair Specialist	22.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	10.33
07042 - Cook II	11.59
07070 - Dishwasher	9.24
07130 - Food Service Worker	8.77
07210 - Meat Cutter	13.45
07260 - Waiter/Waitress	9.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.37
09040 - Furniture Handler	10.92
09080 - Furniture Refinisher	13.98
09090 - Furniture Refinisher Helper	11.19
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	16.28
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	10.52
11090 - Gardener	13.20
11122 - Housekeeping Aide	11.62
11150 - Janitor	11.62
11210 - Laborer, Grounds Maintenance	11.03
11240 - Maid or Houseman	9.00
11260 - Pruner	9.77
11270 - Tractor Operator	13.06
11330 - Trail Maintenance Worker	11.03
11360 - Window Cleaner	13.11
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	17.96
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	25.61
12020 - Dental Assistant	19.04
12025 - Dental Hygienist	32.03
12030 - EKG Technician	25.29
12035 - Electroneurodiagnostic Technologist	25.29
12040 - Emergency Medical Technician	16.58
12071 - Licensed Practical Nurse I	16.06
12072 - Licensed Practical Nurse II	17.96
12073 - Licensed Practical Nurse III	20.03
12100 - Medical Assistant	14.09
12130 - Medical Laboratory Technician	17.36
12160 - Medical Record Clerk	13.66
12190 - Medical Record Technician	15.30
12195 - Medical Transcriptionist	16.62
12210 - Nuclear Medicine Technologist	30.96

12221 - Nursing Assistant I	10.14
12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.44
12224 - Nursing Assistant IV	13.96
12235 - Optical Dispenser	18.46
12236 - Optical Technician	14.32
12250 - Pharmacy Technician	13.57
12280 - Phlebotomist	13.96
12305 - Radiologic Technologist	26.39
12311 - Registered Nurse I	23.03
12312 - Registered Nurse II	28.17
12313 - Registered Nurse II, Specialist	28.17
12314 - Registered Nurse III	34.09
12315 - Registered Nurse III, Anesthetist	34.09
12316 - Registered Nurse IV	40.82
12317 - Scheduler (Drug and Alcohol Testing)	20.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.14
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.50
13041 - Illustrator I	18.14
13042 - Illustrator II	22.48
13043 - Illustrator III	27.50
13047 - Librarian	24.89
13050 - Library Aide/Clerk	12.09
13054 - Library Information Technology Systems Administrator	22.48
13058 - Library Technician	14.48
13061 - Media Specialist I	16.22
13062 - Media Specialist II	18.14
13063 - Media Specialist III	20.23
13071 - Photographer I	15.85
13072 - Photographer II	17.73
13073 - Photographer III	21.96
13074 - Photographer IV	26.87
13075 - Photographer V	32.51
13110 - Video Teleconference Technician	18.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.93
14042 - Computer Operator II	17.81
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.06
14045 - Computer Operator V	24.44
14071 - Computer Programmer I	21.04
14072 - Computer Programmer II	26.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.93
14160 - Personal Computer Support Technician	22.06
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.23
15020 - Aircrew Training Devices Instructor (Rated)	32.97
15030 - Air Crew Training Devices Instructor (Pilot)	39.52
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.54
15070 - Flight Instructor (Pilot)	39.52
15080 - Graphic Artist	24.05
15090 - Technical Instructor	24.46

15095 - Technical Instructor/Course Developer	29.92
15110 - Test Proctor	19.74
15120 - Tutor	19.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.85
16030 - Counter Attendant	8.85
16040 - Dry Cleaner	10.96
16070 - Finisher, Flatwork, Machine	8.85
16090 - Presser, Hand	8.85
16110 - Presser, Machine, Drycleaning	8.85
16130 - Presser, Machine, Shirts	8.85
16160 - Presser, Machine, Wearing Apparel, Laundry	8.85
16190 - Sewing Machine Operator	11.64
16220 - Tailor	12.27
16250 - Washer, Machine	9.50
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.78
19040 - Tool And Die Maker	20.30
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.11
21030 - Material Coordinator	18.52
21040 - Material Expediter	18.52
21050 - Material Handling Laborer	12.13
21071 - Order Filler	11.84
21080 - Production Line Worker (Food Processing)	15.11
21110 - Shipping Packer	14.62
21130 - Shipping/Receiving Clerk	14.62
21140 - Store Worker I	10.48
21150 - Stock Clerk	14.79
21210 - Tools And Parts Attendant	15.11
21410 - Warehouse Specialist	15.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.39
23021 - Aircraft Mechanic I	23.22
23022 - Aircraft Mechanic II	24.39
23023 - Aircraft Mechanic III	25.61
23040 - Aircraft Mechanic Helper	17.66
23050 - Aircraft, Painter	22.57
23060 - Aircraft Servicer	19.73
23080 - Aircraft Worker	20.90
23110 - Appliance Mechanic	18.11
23120 - Bicycle Repairer	11.38
23125 - Cable Splicer	23.71
23130 - Carpenter, Maintenance	16.42
23140 - Carpet Layer	16.35
23160 - Electrician, Maintenance	19.24
23181 - Electronics Technician Maintenance I	19.60
23182 - Electronics Technician Maintenance II	21.12
23183 - Electronics Technician Maintenance III	24.85
23260 - Fabric Worker	16.73
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.76
23311 - Fuel Distribution System Mechanic	21.55
23312 - Fuel Distribution System Operator	18.53
23370 - General Maintenance Worker	17.56
23380 - Ground Support Equipment Mechanic	23.22
23381 - Ground Support Equipment Servicer	19.73
23382 - Ground Support Equipment Worker	20.90
23391 - Gunsmith I	15.76
23392 - Gunsmith II	17.68
23393 - Gunsmith III	20.16

23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.95
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.96
23430 - Heavy Equipment Mechanic	18.98
23440 - Heavy Equipment Operator	16.31
23460 - Instrument Mechanic	23.15
23465 - Laboratory/Shelter Mechanic	18.69
23470 - Laborer	12.13
23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	22.08
23550 - Machinist, Maintenance	17.55
23580 - Maintenance Trades Helper	12.80
23591 - Metrology Technician I	23.15
23592 - Metrology Technician II	24.32
23593 - Metrology Technician III	25.44
23640 - Millwright	21.55
23710 - Office Appliance Repairer	20.26
23760 - Painter, Maintenance	15.52
23790 - Pipefitter, Maintenance	20.62
23810 - Plumber, Maintenance	17.64
23820 - Pneudraulic Systems Mechanic	19.63
23850 - Rigger	21.59
23870 - Scale Mechanic	17.68
23890 - Sheet-Metal Worker, Maintenance	15.74
23910 - Small Engine Mechanic	14.88
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.65
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	17.10
23965 - Well Driller	17.57
23970 - Woodcraft Worker	19.63
23980 - Woodworker	14.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.87
24580 - Child Care Center Clerk	12.31
24610 - Chore Aide	9.24
24620 - Family Readiness And Support Services Coordinator	13.30
24630 - Homemaker	13.68
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.33
25040 - Sewage Plant Operator	17.69
25070 - Stationary Engineer	20.33
25190 - Ventilation Equipment Tender	14.83
25210 - Water Treatment Plant Operator	17.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.98
27007 - Baggage Inspector	11.70
27008 - Corrections Officer	15.96
27010 - Court Security Officer	18.30
27030 - Detection Dog Handler	15.13
27040 - Detention Officer	15.96
27070 - Firefighter	18.54
27101 - Guard I	11.70
27102 - Guard II	15.13
27131 - Police Officer I	19.63
27132 - Police Officer II	21.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.02
28042 - Carnival Equipment Repairer	11.71

28043 - Carnival Equipment Worker	8.68
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.72
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.69
28515 - Recreation Specialist	18.26
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.68
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	17.72
29042 - Stevedore II	19.77
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.15
30022 - Archeological Technician II	18.89
30023 - Archeological Technician III	23.01
30030 - Cartographic Technician	23.07
30040 - Civil Engineering Technician	21.85
30061 - Drafter/CAD Operator I	15.15
30062 - Drafter/CAD Operator II	18.89
30063 - Drafter/CAD Operator III	20.96
30064 - Drafter/CAD Operator IV	23.25
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.92
30084 - Engineering Technician IV	23.44
30085 - Engineering Technician V	28.68
30086 - Engineering Technician VI	34.70
30090 - Environmental Technician	19.68
30210 - Laboratory Technician	19.99
30240 - Mathematical Technician	23.04
30361 - Paralegal/Legal Assistant I	17.08
30362 - Paralegal/Legal Assistant II	21.17
30363 - Paralegal/Legal Assistant III	25.90
30364 - Paralegal/Legal Assistant IV	31.33
30390 - Photo-Optics Technician	23.07
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.73
30463 - Technical Writer III	29.10
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.96
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.10
31030 - Bus Driver	17.62
31043 - Driver Courier	15.70
31260 - Parking and Lot Attendant	10.34
31290 - Shuttle Bus Driver	16.78
31310 - Taxi Driver	10.25
31361 - Truckdriver, Light	16.78
31362 - Truckdriver, Medium	18.59

31363 - Truckdriver, Heavy	19.15
31364 - Truckdriver, Tractor-Trailer	19.15
99000 - Miscellaneous Occupations	
99030 - Cashier	9.50
99050 - Desk Clerk	10.24
99095 - Embalmer	24.90
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	11.33
99310 - Mortician	30.68
99410 - Pest Controller	14.71
99510 - Photofinishing Worker	11.92
99710 - Recycling Laborer	14.34
99711 - Recycling Specialist	16.99
99730 - Refuse Collector	12.71
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	11.42
99830 - Survey Party Chief	18.25
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.86
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	14.16
99842 - Vending Machine Repairer Helper	11.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 4174)

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

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

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. P00008
 3. EFFECTIVE DATE 08/07/2015
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW [REDACTED]
 WASHINGTON DC 20536
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street NW, [REDACTED]
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CABARRUS COUNTY OF
 PO BOX 707
 CONCORD NC 280260707
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 DROIGSA-09-0021/
 10B. DATED (SEE ITEM 13)
 04/17/2009
 CODE 0868616300000 FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 086861630
 Contract Specialist: [REDACTED] 202-732-[REDACTED]
 Cabarrus County POC: [REDACTED]

The purpose of this modification is to incorporate the following wage determination and Health and Welfare updates:

Attachment 1- Department of Labor Wage Rate Determination No. 2005-2391, Rev. 17, dated 07/08/2015.

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (Type or print)
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED [REDACTED]
 16C. DATE SIGNED 08/07/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0021//P00008

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CABARRUS COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Adjustment (Multiple Year and Option Contracts) (f) "The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Exempt Action: Y Period of Performance: 04/07/2009 to 07/31/2015</p>				

WD 05-2391 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

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.: 2005-2391
Revision No.: 17
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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.

States: North Carolina, South Carolina

Area: North Carolina Counties of Alexander, Anson, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes

South Carolina Counties of Chesterfield, Lancaster, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.08
01012 - Accounting Clerk II		15.80
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		26.85
01040 - Court Reporter		19.88
01051 - Data Entry Operator I		11.56
01052 - Data Entry Operator II		13.00
01060 - Dispatcher, Motor Vehicle		17.88
01070 - Document Preparation Clerk		12.71
01090 - Duplicating Machine Operator		12.71
01111 - General Clerk I		11.81
01112 - General Clerk II		12.88
01113 - General Clerk III		14.46
01120 - Housing Referral Assistant		22.66
01141 - Messenger Courier		12.10
01191 - Order Clerk I		11.56
01192 - Order Clerk II		12.76
01261 - Personnel Assistant (Employment) I		15.34
01262 - Personnel Assistant (Employment) II		16.39
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		18.52
01280 - Receptionist		13.87
01290 - Rental Clerk		15.24
01300 - Scheduler, Maintenance		17.63
01311 - Secretary I		17.63
01312 - Secretary II		19.88
01313 - Secretary III		22.66
01320 - Service Order Dispatcher		14.93

01410 - Supply Technician	26.85
01420 - Survey Worker	18.35
01531 - Travel Clerk I	11.33
01532 - Travel Clerk II	12.07
01533 - Travel Clerk III	12.86
01611 - Word Processor I	14.61
01612 - Word Processor II	16.59
01613 - Word Processor III	18.55
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.91
05010 - Automotive Electrician	20.99
05040 - Automotive Glass Installer	19.38
05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	22.06
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	22.06
05220 - Motor Vehicle Mechanic Helper	16.29
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter, Automotive	20.99
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	11.47
05400 - Transmission Repair Specialist	22.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	10.33
07042 - Cook II	11.59
07070 - Dishwasher	9.24
07130 - Food Service Worker	8.77
07210 - Meat Cutter	13.45
07260 - Waiter/Waitress	9.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.37
09040 - Furniture Handler	10.92
09080 - Furniture Refinisher	13.98
09090 - Furniture Refinisher Helper	11.19
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	16.28
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	10.52
11090 - Gardener	13.20
11122 - Housekeeping Aide	11.62
11150 - Janitor	11.62
11210 - Laborer, Grounds Maintenance	11.03
11240 - Maid or Houseman	9.00
11260 - Pruner	9.77
11270 - Tractor Operator	13.06
11330 - Trail Maintenance Worker	11.03
11360 - Window Cleaner	13.11
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	17.96
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	25.61
12020 - Dental Assistant	19.04
12025 - Dental Hygienist	32.03
12030 - EKG Technician	25.29
12035 - Electroneurodiagnostic Technologist	25.29
12040 - Emergency Medical Technician	16.58

12071 - Licensed Practical Nurse I	16.06
12072 - Licensed Practical Nurse II	17.96
12073 - Licensed Practical Nurse III	20.03
12100 - Medical Assistant	14.09
12130 - Medical Laboratory Technician	17.36
12160 - Medical Record Clerk	13.66
12190 - Medical Record Technician	15.30
12195 - Medical Transcriptionist	16.62
12210 - Nuclear Medicine Technologist	30.96
12221 - Nursing Assistant I	10.14
12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.44
12224 - Nursing Assistant IV	13.96
12235 - Optical Dispenser	18.46
12236 - Optical Technician	14.32
12250 - Pharmacy Technician	13.57
12280 - Phlebotomist	13.96
12305 - Radiologic Technologist	26.39
12311 - Registered Nurse I	23.03
12312 - Registered Nurse II	28.17
12313 - Registered Nurse II, Specialist	28.17
12314 - Registered Nurse III	34.09
12315 - Registered Nurse III, Anesthetist	34.09
12316 - Registered Nurse IV	40.82
12317 - Scheduler (Drug and Alcohol Testing)	20.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.14
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.50
13041 - Illustrator I	18.14
13042 - Illustrator II	22.48
13043 - Illustrator III	27.50
13047 - Librarian	24.89
13050 - Library Aide/Clerk	12.09
13054 - Library Information Technology Systems Administrator	22.48
13058 - Library Technician	14.48
13061 - Media Specialist I	16.22
13062 - Media Specialist II	18.14
13063 - Media Specialist III	20.23
13071 - Photographer I	15.85
13072 - Photographer II	17.73
13073 - Photographer III	21.96
13074 - Photographer IV	26.87
13075 - Photographer V	32.51
13110 - Video Teleconference Technician	18.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.93
14042 - Computer Operator II	17.81
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.06
14045 - Computer Operator V	24.44
14071 - Computer Programmer I	21.04
14072 - Computer Programmer II	26.95
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.93
14160 - Personal Computer Support Technician	22.06

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.23
15020 - Aircrew Training Devices Instructor (Rated)	32.97
15030 - Air Crew Training Devices Instructor (Pilot)	39.52
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.54
15070 - Flight Instructor (Pilot)	39.52
15080 - Graphic Artist	24.05
15090 - Technical Instructor	24.46
15095 - Technical Instructor/Course Developer	29.92
15110 - Test Proctor	19.74
15120 - Tutor	19.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.85
16030 - Counter Attendant	8.85
16040 - Dry Cleaner	10.96
16070 - Finisher, Flatwork, Machine	8.85
16090 - Presser, Hand	8.85
16110 - Presser, Machine, Drycleaning	8.85
16130 - Presser, Machine, Shirts	8.85
16160 - Presser, Machine, Wearing Apparel, Laundry	8.85
16190 - Sewing Machine Operator	11.64
16220 - Tailor	12.27
16250 - Washer, Machine	9.50
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.78
19040 - Tool And Die Maker	20.30
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.11
21030 - Material Coordinator	18.52
21040 - Material Expediter	18.52
21050 - Material Handling Laborer	12.13
21071 - Order Filler	11.84
21080 - Production Line Worker (Food Processing)	15.11
21110 - Shipping Packer	14.62
21130 - Shipping/Receiving Clerk	14.62
21140 - Store Worker I	10.48
21150 - Stock Clerk	14.79
21210 - Tools And Parts Attendant	15.11
21410 - Warehouse Specialist	15.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.39
23021 - Aircraft Mechanic I	23.22
23022 - Aircraft Mechanic II	24.39
23023 - Aircraft Mechanic III	25.61
23040 - Aircraft Mechanic Helper	17.66
23050 - Aircraft, Painter	22.57
23060 - Aircraft Servicer	19.73
23080 - Aircraft Worker	20.90
23110 - Appliance Mechanic	18.11
23120 - Bicycle Repairer	11.38
23125 - Cable Splicer	23.71
23130 - Carpenter, Maintenance	16.42
23140 - Carpet Layer	16.35
23160 - Electrician, Maintenance	19.24
23181 - Electronics Technician Maintenance I	19.60
23182 - Electronics Technician Maintenance II	21.12
23183 - Electronics Technician Maintenance III	24.85
23260 - Fabric Worker	16.73
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.76

23311	- Fuel Distribution System Mechanic	21.55
23312	- Fuel Distribution System Operator	18.53
23370	- General Maintenance Worker	17.56
23380	- Ground Support Equipment Mechanic	23.22
23381	- Ground Support Equipment Servicer	19.73
23382	- Ground Support Equipment Worker	20.90
23391	- Gunsmith I	15.76
23392	- Gunsmith II	17.68
23393	- Gunsmith III	20.16
23410	- Heating, Ventilation And Air-Conditioning Mechanic	19.95
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.96
23430	- Heavy Equipment Mechanic	18.98
23440	- Heavy Equipment Operator	16.31
23460	- Instrument Mechanic	23.15
23465	- Laboratory/Shelter Mechanic	18.69
23470	- Laborer	12.13
23510	- Locksmith	18.57
23530	- Machinery Maintenance Mechanic	22.08
23550	- Machinist, Maintenance	17.55
23580	- Maintenance Trades Helper	12.80
23591	- Metrology Technician I	23.15
23592	- Metrology Technician II	24.32
23593	-Metrology Technician III	25.44
23640	- Millwright	21.55
23710	- Office Appliance Repairer	20.26
23760	- Painter, Maintenance	15.52
23790	- Pipefitter, Maintenance	20.62
23810	- Plumber, Maintenance	17.64
23820	- Pneudraulic Systems Mechanic	19.63
23850	- Rigger	21.59
23870	- Scale Mechanic	17.68
23890	- Sheet-Metal Worker, Maintenance	15.74
23910	- Small Engine Mechanic	14.88
23931	- Telecommunications Mechanic I	25.39
23932	- Telecommunications Mechanic II	26.65
23950	- Telephone Lineman	21.89
23960	- Welder, Combination, Maintenance	17.10
23965	- Well Driller	17.57
23970	- Woodcraft Worker	19.63
23980	- Woodworker	14.27
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	9.87
24580	- Child Care Center Clerk	12.31
24610	- Chore Aide	9.24
24620	- Family Readiness And Support Services Coordinator	13.30
24630	- Homemaker	13.68
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	20.33
25040	- Sewage Plant Operator	17.69
25070	- Stationary Engineer	20.33
25190	- Ventilation Equipment Tender	14.83
25210	- Water Treatment Plant Operator	17.69
27000	- Protective Service Occupations	
27004	- Alarm Monitor	15.98
27007	- Baggage Inspector	11.70
27008	- Corrections Officer	15.96
27010	- Court Security Officer	18.30
27030	- Detection Dog Handler	15.13

27040 - Detention Officer	15.96
27070 - Firefighter	18.54
27101 - Guard I	11.70
27102 - Guard II	15.13
27131 - Police Officer I	19.63
27132 - Police Officer II	21.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.02
28042 - Carnival Equipment Repairer	11.71
28043 - Carnival Equipment Worker	8.68
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.72
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.69
28515 - Recreation Specialist	18.26
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.68
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	17.72
29042 - Stevedore II	19.77
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.15
30022 - Archeological Technician II	18.89
30023 - Archeological Technician III	23.01
30030 - Cartographic Technician	23.07
30040 - Civil Engineering Technician	21.85
30061 - Drafter/CAD Operator I	15.15
30062 - Drafter/CAD Operator II	18.89
30063 - Drafter/CAD Operator III	20.96
30064 - Drafter/CAD Operator IV	23.25
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.92
30083 - Engineering Technician III	18.92
30084 - Engineering Technician IV	23.44
30085 - Engineering Technician V	28.68
30086 - Engineering Technician VI	34.70
30090 - Environmental Technician	19.68
30210 - Laboratory Technician	19.99
30240 - Mathematical Technician	23.04
30361 - Paralegal/Legal Assistant I	17.08
30362 - Paralegal/Legal Assistant II	21.17
30363 - Paralegal/Legal Assistant III	25.90
30364 - Paralegal/Legal Assistant IV	31.33
30390 - Photo-Optics Technician	23.07
30461 - Technical Writer I	20.21
30462 - Technical Writer II	24.73
30463 - Technical Writer III	29.10
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.96
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.17

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.10
31030 - Bus Driver	17.62
31043 - Driver Courier	15.70
31260 - Parking and Lot Attendant	10.34
31290 - Shuttle Bus Driver	16.78
31310 - Taxi Driver	10.25
31361 - Truckdriver, Light	16.78
31362 - Truckdriver, Medium	18.59
31363 - Truckdriver, Heavy	19.15
31364 - Truckdriver, Tractor-Trailer	19.15
99000 - Miscellaneous Occupations	
99030 - Cashier	9.50
99050 - Desk Clerk	10.24
99095 - Embalmer	24.90
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	11.33
99310 - Mortician	30.68
99410 - Pest Controller	14.71
99510 - Photofinishing Worker	11.92
99710 - Recycling Laborer	14.34
99711 - Recycling Specialist	16.99
99730 - Refuse Collector	12.71
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	11.42
99830 - Survey Party Chief	18.25
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.86
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	14.16
99842 - Vending Machine Repairer Helper	11.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CABARRUS COUNTY OF ATTN CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;">(x)</td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/</td> <td style="text-align: center;">x</td> </tr> <tr> <td>10B. DATED (SEE ITEM 13) 04/17/2009</td> <td></td> </tr> </table>	9A. AMENDMENT OF SOLICITATION NO.	(x)	9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/	x	10B. DATED (SEE ITEM 13) 04/17/2009	
9A. AMENDMENT OF SOLICITATION NO.	(x)								
9B. DATED (SEE ITEM 11)									
10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/	x								
10B. DATED (SEE ITEM 13) 04/17/2009									
CODE 0868616300000 FACILITY CODE									

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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: 086861630
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Cabarrus County POC: [REDACTED]

The purpose of this modification is to extend the period of performance through 7/31/2019.

All other terms and conditions remain the same.
Exempt Action: Y
Period of Performance: 04/07/2009 to 07/31/2019

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/DCR	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR	CODE ICE/DCR
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CABARRUS COUNTY OF ATTN CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/	
		10B. DATED (SEE ITEM 13) 04/17/2009	
CODE 0868616300000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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: 086861630

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

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

Accordingly,

1. In accordance with 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment, Wage Determination No. 2015-4423, Rev. 01, dated 09/02/2016 is hereby attached and incorporated with an effective date of 11/02/2016.

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)
	[Redacted]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16C. DATE SIGNED 30 Nov 2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0021//P00010

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CABARRUS COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following payroll data must be submitted to support any request for a price adjustment:</p> <ul style="list-style-type: none"> A. Employee Name and WD Job Classification Title/Number B. Actual hours paid and/or worked C. Actual hourly wage and wage rates used in previous performance period D. Actual H&W wages and rates used in previous performance period E. How was H&W paid? (i.e., cash to employees or paid to third party) F. Applicable workers compensation rate (if H&W was paid in cash to employee G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA) <p>3. The Contractor shall notify the Contracting Officer of any price increase claimed under clause 52.222-43 within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>4. All other terms and conditions remain unchanged. Exempt Action: Y Period of Performance: 04/07/2009 to 07/31/2019</p>				

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CABARRUS COUNTY OF ATTN CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/ 10B. DATED (SEE ITEM 13) 04/17/2009
CODE 0868616300000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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: 086861630
Contracting Officer: [REDACTED]
Contract Specialist: [REDACTED]
Contracting Officer Representative: [REDACTED]

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

Accordingly,

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	[REDACTED]		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0021//P00011

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NAME OF OFFEROR OR CONTRACTOR
CABARRUS COUNTY OF

ITEM NO (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Standards - Price Adjustment, Wage Determination No. 2015-4423, Rev. 9, dated 12/26/2018 is hereby attached and incorporated with an effective date of 02/01/2019.</p> <p>2. The following payroll data must be submitted to support any request for a price adjustment:</p> <ul style="list-style-type: none"> A. Employee Name and WD Job Classification Title/Number B. Actual hours paid and/or worked C. Actual hourly wage and wage rates used in previous performance period D. Actual H&W wages and rates used in previous performance period E. How was H&W paid? (i.e., cash to employees or paid to third party) F. Applicable workers compensation rate (if H&W was paid in cash to employee) G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA)) <p>3. The Contractor shall notify the Contracting Officer of any price increase claimed under clause 52.222-43 within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>4. All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/07/2009 to 07/31/2019</p>				

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CABARRUS COUNTY OF ATTN CABARRUS COUNTY OF PO BOX 707 CONCORD NC 280260707	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0021/ 10B. DATED (SEE ITEM 13) 04/17/2009
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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. ACCOUNT NG 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 MODIF ED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH N ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) X in accordance with IGSA

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: 086861630
Contracting Officer: [REDACTED]
Contract Specialist: [REDACTED]
Contracting Officer Representative: [REDACTED]

The purpose of this modification is to:

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

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACT NG OFFICER (Type or print)		
	[REDACTED]		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Incorporate Bed Space Tracking Initiative (BSTI) as described in Attachment 3, with the "ICE BSTI Email Submission Form" (Attachment 4).</p> <p>All other terms and conditions remain the same. Period of Performance: 04/07/2009 to 01/31/2021</p>				