

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] Attn: [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITFIELD COUNTY OF 100 W WALNUT AVENUE DALTON GA 307208427		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0958546670000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031	
		10B. DATED (SEE ITEM 13) 10/19/2009	

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: 095854667

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 Whitfield County, GA, Inter-Governmental Service Agreement (IGSA) Number: DROIGSA-09-0031. The COTR shall be [REDACTED] and her phone number is 404-893-[REDACTED]

Exempt Action: Y

Period of Performance: 09/25/2009 to 09/24/2014

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]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED	03.29.12

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 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Attn: [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITFIELD COUNTY OF PO BOX 248 DALTON GA 307220248		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0734587210000		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031	
			10B. DATED (SEE ITEM 13) 10/19/2009

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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: 073458721

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

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

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

The purpose of this modification is to change the DUNS Number as follows:

From: 095854667 To: 073458721

Exempt Action: Y

Period of Performance: 09/25/2009 to 09/24/2014

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. DATE SIGNED 09/27/12
15C. DATE SIGNED	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Attn: [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITFIELD COUNTY OF PO BOX 248 DALTON GA 307220248		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0734587210000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031	
		10B. DATED (SEE ITEM 13) 10/19/2009	

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	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: 073458721

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 administrative modification is to consolidate in a single place prices in the table below and incorporate new invoice instructions. All other terms and conditions remain unchanged.

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	16C. DATE SIGNED 06/03/13
(Signature of person authorized to sign)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0031/P00003

PAGE OF
2 5

NAME OF OFFEROR OR CONTRACTOR
WHITFIELD COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Article I: Bed Rate: [REDACTED] Article XVII: Transport Rate: [REDACTED] 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>Invoice.Consolidation@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-ATL Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&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
WHITFIELD 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
WHITFIELD COUNTY OF

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

NAME OF OFFEROR OR CONTRACTOR
WHITFIELD 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 [REDACTED]</p> <p>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: 09/25/2009 to 09/24/2014</p>				
0001	<p>Detention Bed Day Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>		DA	[REDACTED]	0.00
0002	<p>Transportation Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>		HR	[REDACTED]	0.00
0003	<p>Transportation Overtime Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remain the same.</p>		HR	[REDACTED]	0.00

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 09/11/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	7. ADM NISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Attn: [REDACTED] Washin [REDACTED] 36
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITFIELD COUNTY OF PO BOX 248 DALTON GA 307220248	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031
		10B. DATED (SEE ITEM 13) 10/19/2009

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)
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	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 073458721
 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 administrative modification is to change the Tax ID Number from 586000373 to 586000909.

Exempt Action: Y
 Period of Performance: 09/25/2009 to 09/24/2014
 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)	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

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

6. ISSUED BY CODE ICE/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)
 WHITFIELD COUNTY OF
 PO BOX 248
 DALTON GA 307220248

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

CODE 0734587210000 FACILITY CODE

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031
 10B. DATED (SEE ITEM 13) 10/19/2009

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 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X In accordance with DROIGSA-09-0031

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: 073458721
 Contracting Officer's Representative: [REDACTED] 404-893-[REDACTED]
 ACOR: [REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this bilateral administrative modification is to extend the period of performance of this Agreement through 09/23/2015.

The next purpose of this modification is to incorporate Department of Labor Wage Determination No: 2005-2134, Revision 13, dated 06/19/2013, a copy of which is attached to Continued ...

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

[REDACTED SIGNATURE AREA]

15C. DATE SIGNED
 7/30/14

7/30/14

NAME OF OFFEROR OR CONTRACTOR
WHITFIELD COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this modification. The wage determination and subsequent labor category wage increases are in effect as August 1, 2014.</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. 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). Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0031/P00005

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NAME OF OFFEROR OR CONTRACTOR
WHITFIELD COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Period of Performance: 09/25/2009 to 09/23/2015 All other terms and conditions remain the same.				

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 09/24/2014	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 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITFIELD COUNTY OF PO BOX 248 DALTON GA 307220248	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031
		10B. DATED (SEE ITEM 13) 10/19/2009

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.
	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) 41 USC 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: 073458721
Contracting Officer's Representative: [REDACTED], 404-893-[REDACTED]
ACOR: [REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to

a) Correct the Department of Labor Wage Determination that was incorporated in Modification P00005 to Wage Determination No: 2005-2133, Revision 12, dated 06/19/2013 effective 07/01/2013 through 07/30/2014.
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)	

NAME OF OFFEROR OR CONTRACTOR
WHITFIELD COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b) Incorporate Department of Labor Wage Determination No: 2005-2133, Revision 13, dated 07/25/2014 effective 08/01/2014.</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>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: 09/25/2009 to 09/23/2015 All other terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00007 08/07/2015

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536
 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) 9A. AMENDMENT OF SOLICITATION NO.
 WHITFIELD COUNTY OF PO BOX 248 DALTON GA 307220248 (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X DROIGSA-09-0031
 10B. DATED (SEE ITEM 13) 10/19/2009
 CODE 0734587210000 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: 073458721
 Contracting Officer's Representative: [REDACTED] 404-893-[REDACTED]
 ACOR: [REDACTED]
 Contract Specialist: [REDACTED] 202-732-[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. 2005-2133, Rev. 15, dated 07/08/2015.

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0031/P00007

PAGE	OF
2	2

NAME OF OFFEROR OR CONTRACTOR
WHITFIELD COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price 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: 09/25/2009 to 09/23/2015 All other terms and conditions remain the same.</p>				

WD 05-2133 (Rev.-15) was first posted on www.wdol.gov on 07/14/2015

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

Daniel W. Simms	Division of	Wage Determination No.: 2005-2133
Director	Wage Determinations	Revision No.: 15
		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.

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.40
01012 - Accounting Clerk II		15.04
01013 - Accounting Clerk III		17.24
01020 - Administrative Assistant		26.66
01040 - Court Reporter		20.93
01051 - Data Entry Operator I		13.84
01052 - Data Entry Operator II		15.70
01060 - Dispatcher, Motor Vehicle		19.15
01070 - Document Preparation Clerk		13.16
01090 - Duplicating Machine Operator		13.16
01111 - General Clerk I		13.43
01112 - General Clerk II		14.84
01113 - General Clerk III		16.45
01120 - Housing Referral Assistant		21.85
01141 - Messenger Courier		12.60
01191 - Order Clerk I		13.01
01192 - Order Clerk II		14.80
01261 - Personnel Assistant (Employment) I		15.22
01262 - Personnel Assistant (Employment) II		18.55
01263 - Personnel Assistant (Employment) III		20.90
01270 - Production Control Clerk		21.32
01280 - Receptionist		13.41
01290 - Rental Clerk		15.21
01300 - Scheduler, Maintenance		16.13
01311 - Secretary I		16.13
01312 - Secretary II		18.05

01313	- Secretary III	20.13
01320	- Service Order Dispatcher	15.87
01410	- Supply Technician	26.66
01420	- Survey Worker	18.40
01531	- Travel Clerk I	14.22
01532	- Travel Clerk II	15.53
01533	- Travel Clerk III	16.73
01611	- Word Processor I	13.25
01612	- Word Processor II	15.21
01613	- Word Processor III	18.30
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.36
05010	- Automotive Electrician	21.55
05040	- Automotive Glass Installer	20.18
05070	- Automotive Worker	20.18
05110	- Mobile Equipment Servicer	17.47
05130	- Motor Equipment Metal Mechanic	23.36
05160	- Motor Equipment Metal Worker	20.18
05190	- Motor Vehicle Mechanic	23.36
05220	- Motor Vehicle Mechanic Helper	17.56
05250	- Motor Vehicle Upholstery Worker	19.05
05280	- Motor Vehicle Wrecker	20.18
05310	- Painter, Automotive	21.55
05340	- Radiator Repair Specialist	20.18
05370	- Tire Repairer	13.80
05400	- Transmission Repair Specialist	23.36
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.20
07041	- Cook I	11.95
07042	- Cook II	13.58
07070	- Dishwasher	10.24
07130	- Food Service Worker	10.01
07210	- Meat Cutter	13.04
07260	- Waiter/Waitress	8.82
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.47
09040	- Furniture Handler	12.05
09080	- Furniture Refinisher	16.23
09090	- Furniture Refinisher Helper	12.55
09110	- Furniture Repairer, Minor	14.76
09130	- Upholsterer	16.23
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.14
11060	- Elevator Operator	10.14
11090	- Gardener	15.57
11122	- Housekeeping Aide	10.89
11150	- Janitor	10.89
11210	- Laborer, Grounds Maintenance	11.22
11240	- Maid or Houseman	9.54
11260	- Pruner	13.31
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.22
11360	- Window Cleaner	13.54
12000	- Health Occupations	
12010	- Ambulance Driver	16.75
12011	- Breath Alcohol Technician	19.89
12012	- Certified Occupational Therapist Assistant	25.49
12015	- Certified Physical Therapist Assistant	23.23
12020	- Dental Assistant	17.07
12025	- Dental Hygienist	33.43
12030	- EKG Technician	22.52

12035 - Electroneurodiagnostic Technologist	22.52
12040 - Emergency Medical Technician	16.75
12071 - Licensed Practical Nurse I	17.72
12072 - Licensed Practical Nurse II	19.89
12073 - Licensed Practical Nurse III	21.97
12100 - Medical Assistant	14.71
12130 - Medical Laboratory Technician	16.93
12160 - Medical Record Clerk	15.08
12190 - Medical Record Technician	16.53
12195 - Medical Transcriptionist	16.01
12210 - Nuclear Medicine Technologist	32.29
12221 - Nursing Assistant I	10.13
12222 - Nursing Assistant II	11.38
12223 - Nursing Assistant III	12.42
12224 - Nursing Assistant IV	13.47
12235 - Optical Dispenser	17.05
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	14.87
12280 - Phlebotomist	13.47
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	24.94
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	35.38
12315 - Registered Nurse III, Anesthetist	35.38
12316 - Registered Nurse IV	42.41
12317 - Scheduler (Drug and Alcohol Testing)	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.57
13012 - Exhibits Specialist II	23.52
13013 - Exhibits Specialist III	28.34
13041 - Illustrator I	20.89
13042 - Illustrator II	23.52
13043 - Illustrator III	28.34
13047 - Librarian	28.28
13050 - Library Aide/Clerk	13.39
13054 - Library Information Technology Systems Administrator	25.27
13058 - Library Technician	15.42
13061 - Media Specialist I	18.42
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.98
13071 - Photographer I	14.44
13072 - Photographer II	15.01
13073 - Photographer III	18.59
13074 - Photographer IV	22.40
13075 - Photographer V	24.90
13110 - Video Teleconference Technician	17.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.20
14042 - Computer Operator II	19.24
14043 - Computer Operator III	21.45
14044 - Computer Operator IV	23.84
14045 - Computer Operator V	26.40
14071 - Computer Programmer I	(see 1) 25.09
14072 - Computer Programmer II	(see 1) 25.31
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	17.20
14160 - Personal Computer Support Technician	23.84
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.93
15020 - Aircrew Training Devices Instructor (Rated)	35.00
15030 - Air Crew Training Devices Instructor (Pilot)	41.95
15050 - Computer Based Training Specialist / Instructor	28.93
15060 - Educational Technologist	33.91
15070 - Flight Instructor (Pilot)	39.94
15080 - Graphic Artist	24.69
15090 - Technical Instructor	23.83
15095 - Technical Instructor/Course Developer	29.15
15110 - Test Proctor	19.24
15120 - Tutor	19.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.81
16030 - Counter Attendant	9.81
16040 - Dry Cleaner	12.93
16070 - Finisher, Flatwork, Machine	9.81
16090 - Presser, Hand	9.81
16110 - Presser, Machine, Drycleaning	9.81
16130 - Presser, Machine, Shirts	9.81
16160 - Presser, Machine, Wearing Apparel, Laundry	9.81
16190 - Sewing Machine Operator	14.02
16220 - Tailor	15.09
16250 - Washer, Machine	10.97
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.46
19040 - Tool And Die Maker	22.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.74
21030 - Material Coordinator	19.67
21040 - Material Expediter	19.67
21050 - Material Handling Laborer	13.01
21071 - Order Filler	13.62
21080 - Production Line Worker (Food Processing)	14.74
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	14.47
21140 - Store Worker I	11.48
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	14.74
21410 - Warehouse Specialist	14.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.76
23021 - Aircraft Mechanic I	25.12
23022 - Aircraft Mechanic II	26.76
23023 - Aircraft Mechanic III	28.32
23040 - Aircraft Mechanic Helper	17.97
23050 - Aircraft, Painter	22.08
23060 - Aircraft Servicer	20.63
23080 - Aircraft Worker	21.95
23110 - Appliance Mechanic	18.74
23120 - Bicycle Repairer	12.83
23125 - Cable Splicer	21.54
23130 - Carpenter, Maintenance	20.20
23140 - Carpet Layer	17.91
23160 - Electrician, Maintenance	22.60
23181 - Electronics Technician Maintenance I	21.00
23182 - Electronics Technician Maintenance II	24.64
23183 - Electronics Technician Maintenance III	26.34
23260 - Fabric Worker	15.61

23290 - Fire Alarm System Mechanic	17.94
23310 - Fire Extinguisher Repairer	14.43
23311 - Fuel Distribution System Mechanic	22.06
23312 - Fuel Distribution System Operator	16.26
23370 - General Maintenance Worker	17.92
23380 - Ground Support Equipment Mechanic	25.12
23381 - Ground Support Equipment Servicer	20.63
23382 - Ground Support Equipment Worker	21.95
23391 - Gunsmith I	18.65
23392 - Gunsmith II	20.94
23393 - Gunsmith III	21.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.81
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.85
23430 - Heavy Equipment Mechanic	21.25
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	23.76
23465 - Laboratory/Shelter Mechanic	18.31
23470 - Laborer	11.70
23510 - Locksmith	15.46
23530 - Machinery Maintenance Mechanic	20.58
23550 - Machinist, Maintenance	18.32
23580 - Maintenance Trades Helper	13.78
23591 - Metrology Technician I	22.45
23592 - Metrology Technician II	23.91
23593 - Metrology Technician III	25.31
23640 - Millwright	22.37
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	17.36
23790 - Pipefitter, Maintenance	21.57
23810 - Plumber, Maintenance	20.54
23820 - Pneudraulic Systems Mechanic	19.57
23850 - Rigger	21.30
23870 - Scale Mechanic	17.11
23890 - Sheet-Metal Worker, Maintenance	19.19
23910 - Small Engine Mechanic	16.93
23931 - Telecommunications Mechanic I	26.53
23932 - Telecommunications Mechanic II	29.28
23950 - Telephone Lineman	20.47
23960 - Welder, Combination, Maintenance	16.33
23965 - Well Driller	17.53
23970 - Woodcraft Worker	19.57
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.36
24580 - Child Care Center Clerk	12.63
24610 - Chore Aide	10.93
24620 - Family Readiness And Support Services Coordinator	14.03
24630 - Homemaker	16.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.71
25040 - Sewage Plant Operator	17.93
25070 - Stationary Engineer	21.71
25190 - Ventilation Equipment Tender	13.51
25210 - Water Treatment Plant Operator	17.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.85
27007 - Baggage Inspector	12.47
27008 - Corrections Officer	14.99

27010	- Court Security Officer	17.55
27030	- Detection Dog Handler	16.44
27040	- Detention Officer	15.32
27070	- Firefighter	17.97
27101	- Guard I	12.47
27102	- Guard II	16.44
27131	- Police Officer I	19.70
27132	- Police Officer II	21.89
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.92
28042	- Carnival Equipment Repairer	12.69
28043	- Carnival Equipment Worker	8.19
28210	- Gate Attendant/Gate Tender	15.26
28310	- Lifeguard	11.33
28350	- Park Attendant (Aide)	17.08
28510	- Recreation Aide/Health Facility Attendant	10.14
28515	- Recreation Specialist	13.65
28630	- Sports Official	12.93
28690	- Swimming Pool Operator	18.99
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	19.62
29020	- Hatch Tender	19.62
29030	- Line Handler	19.62
29041	- Stevedore I	18.07
29042	- Stevedore II	20.99
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	37.30
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.78
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.38
30021	- Archeological Technician I	19.76
30022	- Archeological Technician II	21.45
30023	- Archeological Technician III	27.39
30030	- Cartographic Technician	26.56
30040	- Civil Engineering Technician	19.26
30061	- Drafter/CAD Operator I	19.76
30062	- Drafter/CAD Operator II	21.45
30063	- Drafter/CAD Operator III	23.91
30064	- Drafter/CAD Operator IV	29.42
30081	- Engineering Technician I	16.64
30082	- Engineering Technician II	20.00
30083	- Engineering Technician III	20.90
30084	- Engineering Technician IV	26.47
30085	- Engineering Technician V	31.68
30086	- Engineering Technician VI	37.02
30090	- Environmental Technician	22.75
30210	- Laboratory Technician	17.80
30240	- Mathematical Technician	25.03
30361	- Paralegal/Legal Assistant I	19.41
30362	- Paralegal/Legal Assistant II	24.05
30363	- Paralegal/Legal Assistant III	29.41
30364	- Paralegal/Legal Assistant IV	35.56
30390	- Photo-Optics Technician	26.56
30461	- Technical Writer I	26.07
30462	- Technical Writer II	30.07
30463	- Technical Writer III	36.37
30491	- Unexploded Ordnance (UXO) Technician I	23.76
30492	- Unexploded Ordnance (UXO) Technician II	28.74
30493	- Unexploded Ordnance (UXO) Technician III	34.45
30494	- Unexploded (UXO) Safety Escort	23.76
30495	- Unexploded (UXO) Sweep Personnel	23.76
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.91

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	27.39
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.49
31030 - Bus Driver		17.43
31043 - Driver Courier		13.94
31260 - Parking and Lot Attendant		9.40
31290 - Shuttle Bus Driver		15.38
31310 - Taxi Driver		10.70
31361 - Truckdriver, Light		15.38
31362 - Truckdriver, Medium		16.81
31363 - Truckdriver, Heavy		20.87
31364 - Truckdriver, Tractor-Trailer		20.87
99000 - Miscellaneous Occupations		
99030 - Cashier		9.25
99050 - Desk Clerk		10.05
99095 - Embalmer		26.90
99251 - Laboratory Animal Caretaker I		10.03
99252 - Laboratory Animal Caretaker II		11.03
99310 - Mortician		29.59
99410 - Pest Controller		14.59
99510 - Photofinishing Worker		16.45
99710 - Recycling Laborer		15.00
99711 - Recycling Specialist		18.87
99730 - Refuse Collector		13.06
99810 - Sales Clerk		13.50
99820 - School Crossing Guard		13.53
99830 - Survey Party Chief		20.64
99831 - Surveying Aide		12.11
99832 - Surveying Technician		17.05
99840 - Vending Machine Attendant		11.69
99841 - Vending Machine Repairer		14.27
99842 - Vending Machine Repairer Helper		11.69

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; and 3 weeks after 8 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. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITFIELD COUNTY OF PO BOX 248 DALTON GA 307220248	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031
		10B. DATED (SEE ITEM 13) 10/19/2009
CODE 0734587210000	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 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: 073458721
Contracting Officer's Representative: [REDACTED], 404-893-[REDACTED]
ACOR: [REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]

The purpose of this bilateral administrative modification is to extend the period of performance through 9/23/2019.

All other terms and conditions remain the same.
Exempt Action: Y
Period of Performance: 09/25/2009 to 09/23/2019

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
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

2. AMENDMENT/MODIFICATION NO. P00009 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 2

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 WHITFIELD COUNTY OF
 PO BOX 248
 DALTON GA 307220248

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

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DROIGSA-09-0031
 10B. DATED (SEE ITEM 13)
 10/19/2009

CODE 0734587210000 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 43.101(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: 073458721
 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. 2015-2133, revision 2, dated 4/21/2016 is hereby attached and incorporated with an effective date of 12/7/2016

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)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED
 7 Dec 2016

(Signature of person authorized to sign)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0031/P00009

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2 2

NAME OF OFFEROR OR CONTRACTOR
WHITFIELD 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: 09/25/2009 to 09/23/2019</p>				

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/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITFIELD COUNTY OF PO BOX 248 DALTON GA 307220248		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 0734587210000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0031	
		10B. DATED (SEE ITEM 13) 10/19/2009	

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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW DROIGSA-09-0031
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 073458721

Contracting Officer: [REDACTED]

The purpose of this modification is to:

- 1) Update the applicable National Detention Standards from NDS 2000 to NDS 2019 [REDACTED]
- 2) Incorporate Robotics Process Automation (RPA) as described in Attachment 1, with the "RPA Detention-Transportation Invoice Template" (Attachment 2); and
- 3) Incorporate Bed Space Tracking Initiative (BSTI) as described in Attachment 3, with the "ICE BSTI Email Submission Form" (Attachment 4).

Continued ...

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

[REDACTED] (ini)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] / SERGEANT
[REDACTED]	15C. DATE SIGNED 3-3-2020

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-09-0031/P00010

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NAME OF OFFEROR OR CONTRACTOR
WHITFIELD COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same.				

DROIGSA-09-0031
INTER-GOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF DETENTION AND REMOVAL
AND
[WHITFIELD COUNTY]

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

FACILITY LOCATION:

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

Whitfield County
805 Professional Blvd.
Dalton, GA 30720

INTERGOVERNMENTAL SERVICE AGREEMENT

- ATTACHMENT 1- Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- ATTACHMENT 2 - Wage Determination Number 2008-0252 Revision 1 Dated July 07, 2008

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

ACCEPTED:

County of Whitfield


Contracting Officer


Date: 8-26-09


Date: 7/11/2009

Article I. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees". This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. Guidance: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is [REDACTED] ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

Article II. General

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the Agreement will be negotiated and specified in a delivery order to this Agreement that is supported by the ICE Contracting Officer. This Agreement is neither binding nor effective unless signed by the ICE Contracting Officer.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than Whitfield County. If either that facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or

make payments to a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.

- C. 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**

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 <http://www.inshealth.org/>.

- 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. ICE Unilateral Changes. ICE may unilaterally implement policy and/or procedural changes from time to time in order to meet changes in mission and/or the need to protect the detainees under ICE's responsibility as they relate to services provided under this agreement. The Service Provider has thirty (30) calendar days from the date of the modification implementing the unilateral changes for any cost impact. Should the Service Provider determine that there is an impact to the bed day rate, the Provider must submit detailed cost information (including impacts to subcontracts) to support any requests for rate adjustments as a result of the unilateral change.
- 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 allowable and allocable 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-Atlanta Invoice

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

c. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE 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 sub-contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article XVII. Escort/Stationary Guard and/or Transportation Services

- A. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody an ICE detainee is held, to provide all such air/ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. ICE directed transportation will be reimbursed at the rate of [REDACTED] per hour. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of [REDACTED] per hour. At least [REDACTED] qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform transport services.

Transportation shall be reimbursed at the mileage rate established pursuant to the 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: The Provider shall provide 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 [REDACTED] shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.
- C. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- E. Training and Compliance: The Service Provider shall comply with ICE transportation standards [REDACTED] related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.
- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.

Article XVIII. Contracting Officer's Technical Representative ("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 [REDACTED] or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees--See Attachment 1.

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

Article XX. Notification and Public Disclosures:

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

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
