

DROIGSA-09-0038  
INTER-GOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
OFFICE OF DETENTION AND REMOVAL  
AND  
BAKER COUNTY SHERIFF'S DEPARTMENT

This Inter-Governmental Service Agreement ("Agreement") is entered into between the United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Baker County Sheriff's Department ("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):

**Baker County Sheriff's Department ("Facility")  
1 Sheriffs Office Drive  
Macclenny, FL 32063**

**INTERGOVERNMENTAL SERVICE AGREEMENT**

- ATTACHMENT 1- Title 29, Part 4 Labor Standards for Federal Service Contract Clause
- **ATTACHMENT 2 - Wage Determination Number 2009-0116 Dated 07/10/2009.**
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**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of the Baker County Sheriff's Department and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

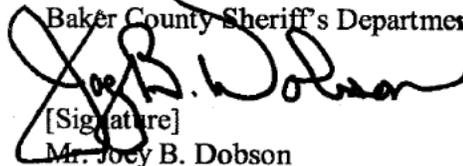
**ACCEPTED:**  
U.S. Immigration and Customs Enforcement



Contracting Officer

Date: 17 Aug 2009

**ACCEPTED:**  
Baker County Sheriff's Department



[Signature]  
Mr. Joey B. Dobson  
Baker County Sheriff

Date: August 3, 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 **\$84.72**. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

## Article II. General

- A. Commencement of Services: ICE is under no obligation to utilize the facility identified herein until the need for detention services has been confirmed, funding has been identified and made available, and the facility meets ICE requirements and is in compliance with ICE detention standards..
- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the Services will be negotiated and specified in a delivery order to this Agreement.
- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer's Technical Representative (COTR) or designated ICE official if it intends to house ICE detainees in a facility other than the Baker County Sheriff's Department. If either that facility, or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the

Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.

- D. Consistent with Law: This is a firm fixed rate agreement, not a cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

### **Article III. Covered Services**

- A. Bedspace: The Service Provider shall provide male/female beds on a space available basis (up to 350). 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 two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVII.

#### **Article IV. Receiving and Discharging Detainees**

A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging

services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

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

#### **Article V. DHS/ICE Detention Standards**

##### Satisfactory Performance:

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

## Article VI. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the facility, including: on-site sick call, over the counter medication and routine drugs and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.
- C. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement.
- D. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.
- E. The Service Provider shall furnish onsite health care under this Agreement as defined by the facility local health authority. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, if there are any.
- F. Onsite health care services shall perform initial medical screening within 12 hours of arrival to the facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries, treatment of special needs and mental health assessments. A full health assessment to include a history and hands on physical examination must be done within the first 14 days of detainee arrival. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.
- G. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin; skin Test (PPD), and recording the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).
- H. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable

violence), the Service Provider shall notify ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

- I. The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Treatment Authorization Request (TAR) DIHS for payment before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental, prosthetics, and dental care for cosmetic purposes).
- J. The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution that more aptly meets the needs of ICE and the detainee. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to the following address [icehealth.org/tarweb](http://icehealth.org/tarweb).
- K. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinators, ICE Health Services, 1220 L Street, NW, PMB 468, Washington, DC, 20005-4018, phone (888) 718-8947, as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization for payment from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- L. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments.
- M. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Provider or its subcontractors/vendor upon request from the Contracting Officer's Technical Representative or Contracting officer.
- N. All claims for authorized medical care are to be submitted to the following address:

HIS VA Financial Services Center  
PO Box 149345  
Austin TX 78714-9345

- O. The Division of Immigration Health Services (DIHS) provides limited prescription drug coverage for individuals in the custody of ICE.

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

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

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

#### **Article VII. No Employment of Unauthorized Aliens**

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

## **Article VIII. Employment Screening Requirements**

A. General. The Service Provider shall certify to the Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:

1. Felony convictions
2. Conviction of a sex crime
3. Offense/s involving a child victim
4. Felony drug convictions
5. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

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

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

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

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

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

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

#### **Article IX. Period of Performance**

This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article XI.

#### **Article X. Inspection**

- A. **Jail Agreement Inspection Report:** The Jail Agreement Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. **Possible Termination:** If the Service Provider fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles IX and XI.
- C. **Share Findings:** The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. **Access to Detainee Records:** The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the

detainee's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

#### **Article XI. Modifications and Disputes**

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

Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

## **Article XII. Adjusting the Detainee Day Rate**

ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Article I C. The Parties may adjust the rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter. The facility of the Service Provider is new. Therefore, it has been agreed to that once the facility has been in full operation with at least 80% capacity and all systems and personnel in place for six (6) months, the Service Provider will provide actual costs to evaluate whether the bed day rate needs to be adjusted accordingly. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely. See Article XI A.

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

## **Article XIII. Enrollment, Invoicing, and Payment**

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

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

a. **By mail:**

DHS, ICE  
**Burlington Finance Center**  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE-DRO-FOD-Miami

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

802-288-7658

c. **By e-mail:**

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

H. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.

**Article XVIII. Contracting Officer's Technical Representative ("COTR")**

- A. The COTR shall be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Provider believe they have received direction that is not within scope of the agreement; the Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Provider shall continue performance of efforts that are deemed within scope.

**Article XIX. Labor Standards and Wage Determination**

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated—Attachment I. These standards and provisions are included in every contract/IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees--See Attachment 1.

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

**Article XX. Notification and Public Disclosures:**

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

**Article XXI. Incident Reporting:**

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

\*\*\*\*\*  
END OF DOCUMENT  
\*\*\*\*\*

## TITLE 29--LABOR

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

#### Subpart A Service Contract Labor Standards Provisions and Procedures

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

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

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

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

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

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

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

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[[Page 46]]

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- Paragraph

OMB control number

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

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

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

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

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

Shirley F. Ebbesen  
Director

Division of Wage  
Determinations

Wage Determination No.: 2009-0116

Revision No.: 1

Date of Last Revision: 07/10/2009

State: Florida

Area: Florida County of Baker

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement, Prisoner Operations Division and Baker County Jail in FL.

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

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$6.55 per hour, effective July 24, 2008.

**\*\* 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.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		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, Suite [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, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  BAKER COUNTY OF 167 BAKER PLACE PO BOX 441 NEWTON GA 398700441		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0263162730000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038	
		10B. DATED (SEE ITEM 13) 07/28/2009	

**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: 026316273  
 Program Office POC: [REDACTED] (305) 207-[REDACTED]  
 Contracting Officer POC: [REDACTED] 202) 732-[REDACTED]  
 Contract Specialist POC: [REDACTED], (202) 732-[REDACTED]

Please see attached.  
 Exempt Action: Y  
 Period of Performance: 08/03/2009 to 08/02/2014  
 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  10/31/12
15C. DATE SIGNED	16C. DATE SIGNED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. PXXXXX	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington, DC 20530	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW, Suite [REDACTED] Washington, DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) BAKER COUNTY SHERIFF DEPARTMENT 1 Sheriff's Office Drive Macclesney, FL 32063-8833		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE: 6275735610000		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)
FACILITY CODE:		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038
			10B. DATED (SEE ITEM 11) 09/07/2012
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

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 ACKNOWLEDGMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14**

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention.  
Should there be a conflict with between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.  
All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER Joey B. Dobson, Sheriff	16A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]
15B. CONTRACTOR/OFFICER [Signature]	15C. DATE SIGNED 10/18/12
15D. DATE SIGNED [REDACTED]	15E. DATE SIGNED 1/31/12

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
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, Suite [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, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  BAKER COUNTY OF 167 BAKER PLACE PO BOX 441 NEWTON GA 398700441		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0263162730000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038	10B. DATED (SEE ITEM 13) 07/28/2009	

**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: 026316273  
 Program Office POC: [REDACTED] (5) 207-[REDACTED]  
 Contracting Officer POC: [REDACTED] (202) 732-[REDACTED]  
 Contract Specialist POC: [REDACTED] (202) 732-[REDACTED]

The purpose of this modification is to change the language in the IGSA under Page 16 on the Second Paragraph as follows:

From:  
 Transportation shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate established in the Agreement.  
 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 02/06/12
(Signature of person authorized to sign)	15C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00002

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The mileage rate for this agreement is [REDACTED] mile. Mileage shall be denoted as a separate item on submitted invoices.</p> <p>To: Transportation shall be reimbursed at the mileage rate established pursuant to the General Services Administration (GSA)/federal travel allowance rate established in the Agreement. Exempt Action: Y Period of Performance: 08/03/2009 to 08/02/2014 All other terms and conditions remain the same.</p>				

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, Suite [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, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  BAKER COUNTY OF 167 BAKER PLACE PO BOX 441 NEWTON GA 398700441	9A. AMENDMENT OF SOLICITATION NO.  (x)
--	--

	9B. DATED (SEE ITEM 11)
--	-------------------------

	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038
	10B. DATED (SEE ITEM 13) 07/28/2009

**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: 026316273  
Program Office/Contracting Officer's Representative (COR): [REDACTED] 305-207-[REDACTED]  
[REDACTED]@ice.dhs.gov  
Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to add the COR into the Inter-Governmental Service Agreement (IGSA).  
Exempt Action: Y  
Period of Performance: 08/03/2009 to 08/02/2014  
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	16C. DATE SIGNED 09/17/13
15C. DATE SIGNED	16B. DATE SIGNED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00004	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, Suite [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, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6275735610000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038	10B. DATED (SEE ITEM 13) 07/28/2009

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: 627573561  
 Program Office/Contracting Officer's Representative (COR): [REDACTED] 305-207-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 Contracting Officer: [REDACTED] 02-732-[REDACTED]

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

Incorporate the following under Article I. Purpose  
 IGSA Prices:  
 Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Article I: Bed Rate: [REDACTED]</p> <p>Article XVII: Transport Rate: [REDACTED]</p> <p>Article XVII: Transport Rate-Overtime: [REDACTED]</p> <p>Article XVII: Mileage Rate: Pursuant to current GSA federal travel allowance rates</p> <p>Replace Article XIII, Enrollment, Invoicing and Payment, paragraph B - Invoicing, with the following:</p> <p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>[REDACTED]@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-KRO Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&amp;B) DUNS Number must be registered in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> 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 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <ul style="list-style-type: none"> <li>(ii) Dunn and Bradstreet (D&amp;B) DUNS Number;</li> <li>(iii) Invoice date and invoice number;</li> <li>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</li> <li>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vii) Terms of any discount for prompt payment offered;</li> <li>(viii) Remit to Address;</li> <li>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</li> </ul> <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> <ul style="list-style-type: none"> <li>(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.</li> <li>(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, Continued ...</li> </ul>				

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services (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 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:                      -Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.                      -Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.                      -Use shredders when discarding paper documents containing Sensitive PII.                      -Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> 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 [REDACTED] or by e-mail at [REDACTED]@ice.dhs.gov</p> <p>Exempt Action: Y                      Period of Performance: 08/03/2009 to 08/02/2014</p> <p>Add Item 0001 as follows:</p> <p>0001 Detention Bed Day                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0002 as follows:</p> <p>0002 Transportation Services                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD                      All other terms and conditions remain the same.</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 1

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

6. ISSUED BY CODE ICE/DM/DC-DC  
ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite [REDACTED]  
Washington DC 20536  
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, Suite [REDACTED]  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)  
BAKER COUNTY OF  
1 SHERIFFS OFFICE DR  
MACCLENNY FL 320638833

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
9C. MODIFICATION OF CONTRACT/ORDER NO.  
DROIGSA-09-0038  
9D. DATED (SEE ITEM 13)  
07/28/2009

CODE 6275735610000 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X FAR 43.103(a)

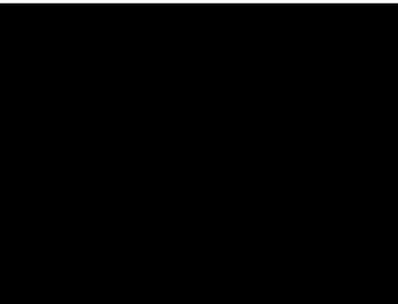
E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 627573561  
Program Office/Contracting Officer's Representative (COR) [REDACTED] 305-207-[REDACTED]  
[REDACTED]@ice.dhs.gov  
Contracting Officer: [REDACTED] 202-732-[REDACTED]  
Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to extend the period of performance of the agreement through February 3, 2015 at currently agreed upon rates.  
Exempt Action: Y  
Period of Performance: 08/03/2009 to 02/03/2015  
All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 14 shall remain in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
6/16/14



15D. NAME AND TITLE OF SIGNER (Type or print)  
16C. DATE SIGNED  
6/19/14

5/29/14

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite [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, Suite [REDACTED] Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACLENNY FL 320638833		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6275735610000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038	10B. DATED (SEE ITEM 13) 07/28/2009

**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:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b)

**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: 627573561  
 Program Office/Contracting Officer's Representative (COR): [REDACTED] 305-207-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 Contracting Officer: [REDACTED] 202-732-[REDACTED]  
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to clarify the Vendor. The Vendor cited in the Base and modifications 1, 2, and 3 was incorrectly listed as Baker County, DUNS 026316273. However, the correct Vendor is Baker County, Florida, with DUNS 627573561.

Exempt Action: Y  
 Period of Performance: 08/03/2009 to 02/03/2015  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 9B apply and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	[REDACTED]	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED 6/24/14
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NAME OF OFFEROR OR CONTRACTOR  
 BAKER 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.				

2. AMENDMENT/MODIFICATION NO. P00007  
 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 Suite [REDACTED]  
 WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 BAKER COUNTY OF  
 1 SHERIFFS OFFICE DR  
 MACLENNY FL 320638833

9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 DROIGSA-09-0038  
 10B. DATED (SEE ITEM 13)  
 07/28/2009

CODE 6275735610000 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 FAR 43.103(b)

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: 627573561  
 Program Office/Contracting Officer's Representative (COR) [REDACTED] 305-207-[REDACTED]  
 [REDACTED] ice.dhs.gov  
 Contracting Officer: [REDACTED] 202-732-[REDACTED]  
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this administrative modification is to incorporate Department of Labor Wage Determination (CSWD) No. 2005-2115 Revision No. 14, dated July 25, 2014 (a copy of which is attached). The identified wages are in effect as of July 25, 2014.

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

Except as provided herein, all terms and conditions of the document referenced in Item 9A of [REDACTED] effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (Type or print)  
 15B. CONTRACTOR/OFFEROR [REDACTED]  
 15C. DATE SIGNED [REDACTED]  
 16C. DATE SIGNED 9/16/14

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00007

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>after receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act.</p> <p>The following payroll data must be submitted to support any claim for a price adjustment:</p> <ol style="list-style-type: none"> <li>1. Employee Name and CSWD Job Classification Title/Number</li> <li>2. Actual hours paid and/or worked</li> <li>3. Actual hourly wages and wage rates used in previous performance period</li> <li>4. Actual H&amp;W wages and rates used in previous performance period</li> <li>5. How was H&amp;W paid? (i.e. cash to employees or paid to third party)</li> <li>6. Applicable workers compensation rate (if H&amp;W was paid in cash to employees)</li> <li>7. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA) (if applicable).</li> </ol> <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 <a href="http://www.wdol.gov">www.wdol.gov</a>.</p> <p>Exempt Action: Y Period of Performance: 08/03/2009 to 02/03/2015 All other terms and conditions remain the same.</p>				

WD 05-2115 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2115
Director	Wage Determinations		Revision No.: 14
			Date Of Revision: 07/25/2014

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor  
 Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.14
01012 - Accounting Clerk II		13.62
01013 - Accounting Clerk III		16.03
01020 - Administrative Assistant		18.33
01040 - Court Reporter		15.07
01051 - Data Entry Operator I		11.53
01052 - Data Entry Operator II		13.15
01060 - Dispatcher, Motor Vehicle		16.75
01070 - Document Preparation Clerk		11.81
01090 - Duplicating Machine Operator		11.81
01111 - General Clerk I		10.83
01112 - General Clerk II		11.82
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		16.80
01141 - Messenger Courier		10.89
01191 - Order Clerk I		12.79
01192 - Order Clerk II		13.69
01261 - Personnel Assistant (Employment) I		13.47
01262 - Personnel Assistant (Employment) II		15.07
01263 - Personnel Assistant (Employment) III		16.80
01270 - Production Control Clerk		18.80
01280 - Receptionist		11.93
01290 - Rental Clerk		12.50
01300 - Scheduler, Maintenance		13.47
01311 - Secretary I		13.47
01312 - Secretary II		15.07
01313 - Secretary III		16.80
01320 - Service Order Dispatcher		14.63
01410 - Supply Technician		18.33
01420 - Survey Worker		14.09
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		13.45
01533 - Travel Clerk III		14.49
01611 - Word Processor I		12.58
01612 - Word Processor II		15.29
01613 - Word Processor III		17.11
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.96
05010 - Automotive Electrician		16.74

05040 - Automotive Glass Installer	14.73
05070 - Automotive Worker	14.73
05110 - Mobile Equipment Servicer	12.68
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	14.73
05190 - Motor Vehicle Mechanic	17.18
05220 - Motor Vehicle Mechanic Helper	12.01
05250 - Motor Vehicle Upholstery Worker	13.71
05280 - Motor Vehicle Wrecker	14.73
05310 - Painter, Automotive	15.73
05340 - Radiator Repair Specialist	14.73
05370 - Tire Repairer	11.70
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	10.86
07042 - Cook II	12.20
07070 - Dishwasher	8.18
07130 - Food Service Worker	9.21
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	9.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.52
09040 - Furniture Handler	10.58
09080 - Furniture Refinisher	16.52
09090 - Furniture Refinisher Helper	12.29
09110 - Furniture Repairer, Minor	14.40
09130 - Upholsterer	16.52
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.02
11060 - Elevator Operator	10.02
11090 - Gardener	12.83
11122 - Housekeeping Aide	11.17
11150 - Janitor	11.17
11210 - Laborer, Grounds Maintenance	11.30
11240 - Maid or Houseman	8.91
11260 - Pruner	10.07
11270 - Tractor Operator	12.66
11330 - Trail Maintenance Worker	11.30
11360 - Window Cleaner	12.59
12000 - Health Occupations	
12010 - Ambulance Driver	15.60
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	27.76
12015 - Certified Physical Therapist Assistant	22.30
12020 - Dental Assistant	16.28
12025 - Dental Hygienist	27.39
12030 - EKG Technician	21.26
12035 - Electroneurodiagnostic Technologist	21.26
12040 - Emergency Medical Technician	15.15
12071 - Licensed Practical Nurse I	15.80
12072 - Licensed Practical Nurse II	17.67
12073 - Licensed Practical Nurse III	18.89
12100 - Medical Assistant	13.57
12130 - Medical Laboratory Technician	17.22
12160 - Medical Record Clerk	13.75
12190 - Medical Record Technician	15.38
12195 - Medical Transcriptionist	15.65
12210 - Nuclear Medicine Technologist	32.90
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67

12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	19.34
12236 - Optical Technician	14.66
12250 - Pharmacy Technician	14.44
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	23.35
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II, Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III, Anesthetist	34.65
12316 - Registered Nurse IV	41.52
12317 - Scheduler (Drug and Alcohol Testing)	20.99
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.14
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.50
13041 - Illustrator I	18.79
13042 - Illustrator II	23.29
13043 - Illustrator III	28.49
13047 - Librarian	24.89
13050 - Library Aide/Clerk	12.40
13054 - Library Information Technology Systems Administrator	22.40
13058 - Library Technician	13.25
13061 - Media Specialist I	16.22
13062 - Media Specialist II	18.14
13063 - Media Specialist III	20.53
13071 - Photographer I	13.56
13072 - Photographer II	16.00
13073 - Photographer III	18.80
13074 - Photographer IV	23.00
13075 - Photographer V	27.82
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.44
14042 - Computer Operator II	15.03
14043 - Computer Operator III	16.96
14044 - Computer Operator IV	20.82
14045 - Computer Operator V	23.11
14071 - Computer Programmer I	24.20
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.41
14160 - Personal Computer Support Technician	20.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.19
15020 - Aircrew Training Devices Instructor (Rated)	34.10
15030 - Air Crew Training Devices Instructor (Pilot)	39.61
15050 - Computer Based Training Specialist / Instructor	26.70
15060 - Educational Technologist	23.96
15070 - Flight Instructor (Pilot)	37.51
15080 - Graphic Artist	22.77
15090 - Technical Instructor	20.53
15095 - Technical Instructor/Course Developer	25.11
15110 - Test Proctor	16.56

15120 - Tutor	16.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.67
16030 - Counter Attendant	8.67
16040 - Dry Cleaner	11.05
16070 - Finisher, Flatwork, Machine	8.67
16090 - Presser, Hand	8.67
16110 - Presser, Machine, Drycleaning	8.67
16130 - Presser, Machine, Shirts	8.67
16160 - Presser, Machine, Wearing Apparel, Laundry	8.67
16190 - Sewing Machine Operator	11.79
16220 - Tailor	12.51
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.70
19040 - Tool And Die Maker	21.00
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.29
21030 - Material Coordinator	18.80
21040 - Material Expediter	18.80
21050 - Material Handling Laborer	12.93
21071 - Order Filler	10.98
21080 - Production Line Worker (Food Processing)	15.29
21110 - Shipping Packer	14.88
21130 - Shipping/Receiving Clerk	14.88
21140 - Store Worker I	9.85
21150 - Stock Clerk	14.02
21210 - Tools And Parts Attendant	15.29
21410 - Warehouse Specialist	15.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.15
23021 - Aircraft Mechanic I	23.72
23022 - Aircraft Mechanic II	25.15
23023 - Aircraft Mechanic III	26.71
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft, Painter	20.64
23060 - Aircraft Servicer	17.67
23080 - Aircraft Worker	18.98
23110 - Appliance Mechanic	18.66
23120 - Bicycle Repairer	12.87
23125 - Cable Splicer	23.45
23130 - Carpenter, Maintenance	17.89
23140 - Carpet Layer	17.55
23160 - Electrician, Maintenance	20.10
23181 - Electronics Technician Maintenance I	22.35
23182 - Electronics Technician Maintenance II	23.94
23183 - Electronics Technician Maintenance III	25.41
23260 - Fabric Worker	16.35
23290 - Fire Alarm System Mechanic	19.13
23310 - Fire Extinguisher Repairer	15.12
23311 - Fuel Distribution System Mechanic	23.13
23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	15.63
23380 - Ground Support Equipment Mechanic	23.72
23381 - Ground Support Equipment Servicer	17.67
23382 - Ground Support Equipment Worker	18.98
23391 - Gunsmith I	16.81
23392 - Gunsmith II	18.67
23393 - Gunsmith III	20.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.33

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	18.39
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	24.25
23465 - Laboratory/Shelter Mechanic	18.79
23470 - Laborer	12.93
23510 - Locksmith	16.48
23530 - Machinery Maintenance Mechanic	22.01
23550 - Machinist, Maintenance	18.54
23580 - Maintenance Trades Helper	12.29
23591 - Metrology Technician I	24.25
23592 - Metrology Technician II	25.81
23593 - Metrology Technician III	27.31
23640 - Millwright	20.21
23710 - Office Appliance Repairer	21.11
23760 - Painter, Maintenance	16.52
23790 - Pipefitter, Maintenance	19.16
23810 - Plumber, Maintenance	18.01
23820 - Pneudraulic Systems Mechanic	20.02
23850 - Rigger	19.65
23870 - Scale Mechanic	17.55
23890 - Sheet-Metal Worker, Maintenance	19.44
23910 - Small Engine Mechanic	14.74
23931 - Telecommunications Mechanic I	23.49
23932 - Telecommunications Mechanic II	25.00
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	16.90
23965 - Well Driller	20.02
23970 - Woodcraft Worker	20.02
23980 - Woodworker	12.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	9.44
24620 - Family Readiness And Support Services Coordinator	14.20
24630 - Homemaker	19.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.27
25040 - Sewage Plant Operator	22.26
25070 - Stationary Engineer	22.27
25190 - Ventilation Equipment Tender	15.47
25210 - Water Treatment Plant Operator	22.26
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.83
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	15.87
27010 - Court Security Officer	15.87
27030 - Detection Dog Handler	13.68
27040 - Detention Officer	15.87
27070 - Firefighter	13.26
27101 - Guard I	10.51
27102 - Guard II	13.68
27131 - Police Officer I	19.58
27132 - Police Officer II	21.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.32
28042 - Carnival Equipment Repairer	10.47
28043 - Carnival Equpment Worker	8.39
28210 - Gate Attendant/Gate Tender	12.73

28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	17.10
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.99
29020 - Hatch Tender	18.99
29030 - Line Handler	18.99
29041 - Stevedore I	17.72
29042 - Stevedore II	22.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.46
30022 - Archeological Technician II	18.41
30023 - Archeological Technician III	22.82
30030 - Cartographic Technician	22.82
30040 - Civil Engineering Technician	22.04
30061 - Drafter/CAD Operator I	16.46
30062 - Drafter/CAD Operator II	18.41
30063 - Drafter/CAD Operator III	20.54
30064 - Drafter/CAD Operator IV	25.27
30081 - Engineering Technician I	13.90
30082 - Engineering Technician II	16.57
30083 - Engineering Technician III	20.34
30084 - Engineering Technician IV	23.88
30085 - Engineering Technician V	29.16
30086 - Engineering Technician VI	35.34
30090 - Environmental Technician	21.21
30210 - Laboratory Technician	20.56
30240 - Mathematical Technician	22.18
30361 - Paralegal/Legal Assistant I	18.17
30362 - Paralegal/Legal Assistant II	22.79
30363 - Paralegal/Legal Assistant III	27.87
30364 - Paralegal/Legal Assistant IV	33.75
30390 - Photo-Optics Technician	22.82
30461 - Technical Writer I	22.03
30462 - Technical Writer II	26.95
30463 - Technical Writer III	32.60
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.54
30621 - Weather Observer, Senior	(see 2) 22.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	18.11
31043 - Driver Courier	15.41
31260 - Parking and Lot Attendant	9.32
31290 - Shuttle Bus Driver	15.41
31310 - Taxi Driver	10.42
31361 - Truckdriver, Light	15.41
31362 - Truckdriver, Medium	18.16
31363 - Truckdriver, Heavy	19.44
31364 - Truckdriver, Tractor-Trailer	19.44

99000 - Miscellaneous Occupations	
99030 - Cashier	8.57
99050 - Desk Clerk	9.66
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.44
99252 - Laboratory Animal Caretaker II	11.35
99310 - Mortician	24.27
99410 - Pest Controller	14.06
99510 - Photofinishing Worker	13.91
99710 - Recycling Laborer	15.26
99711 - Recycling Specialist	19.47
99730 - Refuse Collector	13.54
99810 - Sales Clerk	12.62
99820 - School Crossing Guard	11.25
99830 - Survey Party Chief	20.53
99831 - Surveying Aide	11.63
99832 - Surveying Technician	15.94
99840 - Vending Machine Attendant	11.62
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.62

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. 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 Suite [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, suite [REDACTED] Washington DC 20536	CODE	ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038
		10B. DATED (SEE ITEM 13) 07/28/2009
CODE 6275735610000	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 627573561  
 Program Office/Contracting Officer's Representative (COR): [REDACTED] 305-207-[REDACTED],  
 [REDACTED]ice.dhs.gov  
 Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this bilateral modification is to extend the period of performance of this Agreement through May 31, 2016 at the currently agreed upon rate and terms.

Exempt Action: Y  
 Period of Performance: 08/03/2009 to 05/31/2016  
 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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 08/07/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 1 2
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [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, suite [REDACTED] Washington DC 20536		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038
	10B. DATED (SEE ITEM 13) 07/28/2009

CODE 6275735610000	FACILITY CODE
--------------------	---------------

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
DUNS Number: 627573561  
Program Office/Contracting Officer's Representative (COR) [REDACTED] 305-207-[REDACTED]  
[REDACTED]@ice.dhs.gov  
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. 2005-2115, Rev. 16, 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  (Signature of person authorized to sign)	15C. DATE SIGNED [REDACTED]
	16C. DATE SIGNED 08/07/2015

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00009

PAGE	OF
2	2

NAME OF OFFEROR OR CONTRACTOR  
BAKER 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: 08/03/2009 to 05/31/2016 All other terms and conditions remain the same.</p>				

WD 05-2115 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2005-2115 Revision No.: 16 Date Of Revision: 07/08/2015
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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](http://www.dol.gov/whd/govcontracts).

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor  
Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.14
01012 - Accounting Clerk II		13.62
01013 - Accounting Clerk III		16.03
01020 - Administrative Assistant		18.33
01040 - Court Reporter		15.07
01051 - Data Entry Operator I		11.53
01052 - Data Entry Operator II		13.15
01060 - Dispatcher, Motor Vehicle		16.75
01070 - Document Preparation Clerk		11.81
01090 - Duplicating Machine Operator		11.81
01111 - General Clerk I		10.83
01112 - General Clerk II		11.82
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		16.80
01141 - Messenger Courier		10.89
01191 - Order Clerk I		12.79
01192 - Order Clerk II		13.69
01261 - Personnel Assistant (Employment) I		13.47
01262 - Personnel Assistant (Employment) II		15.07
01263 - Personnel Assistant (Employment) III		16.80
01270 - Production Control Clerk		18.80
01280 - Receptionist		11.93
01290 - Rental Clerk		12.50
01300 - Scheduler, Maintenance		13.47
01311 - Secretary I		13.47
01312 - Secretary II		15.07
01313 - Secretary III		16.80
01320 - Service Order Dispatcher		14.63
01410 - Supply Technician		18.33

01420	- Survey Worker	14.09
01531	- Travel Clerk I	12.32
01532	- Travel Clerk II	13.45
01533	- Travel Clerk III	14.49
01611	- Word Processor I	12.58
01612	- Word Processor II	15.29
01613	- Word Processor III	17.11
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.96
05010	- Automotive Electrician	16.74
05040	- Automotive Glass Installer	14.73
05070	- Automotive Worker	14.73
05110	- Mobile Equipment Servicer	12.68
05130	- Motor Equipment Metal Mechanic	17.19
05160	- Motor Equipment Metal Worker	14.73
05190	- Motor Vehicle Mechanic	17.18
05220	- Motor Vehicle Mechanic Helper	12.01
05250	- Motor Vehicle Upholstery Worker	13.71
05280	- Motor Vehicle Wrecker	14.73
05310	- Painter, Automotive	15.73
05340	- Radiator Repair Specialist	14.73
05370	- Tire Repairer	11.70
05400	- Transmission Repair Specialist	17.19
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.75
07041	- Cook I	10.86
07042	- Cook II	12.20
07070	- Dishwasher	8.18
07130	- Food Service Worker	9.21
07210	- Meat Cutter	13.65
07260	- Waiter/Waitress	9.87
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.52
09040	- Furniture Handler	10.58
09080	- Furniture Refinisher	16.52
09090	- Furniture Refinisher Helper	12.29
09110	- Furniture Repairer, Minor	14.40
09130	- Upholsterer	16.52
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.02
11060	- Elevator Operator	10.02
11090	- Gardener	12.83
11122	- Housekeeping Aide	11.17
11150	- Janitor	11.17
11210	- Laborer, Grounds Maintenance	11.30
11240	- Maid or Houseman	8.91
11260	- Pruner	10.07
11270	- Tractor Operator	12.66
11330	- Trail Maintenance Worker	11.30
11360	- Window Cleaner	12.59
12000	- Health Occupations	
12010	- Ambulance Driver	15.60
12011	- Breath Alcohol Technician	17.67
12012	- Certified Occupational Therapist Assistant	27.76
12015	- Certified Physical Therapist Assistant	22.30
12020	- Dental Assistant	16.28
12025	- Dental Hygienist	27.39
12030	- EKG Technician	21.26
12035	- Electroneurodiagnostic Technologist	21.26
12040	- Emergency Medical Technician	15.15
12071	- Licensed Practical Nurse I	15.80

12072 - Licensed Practical Nurse II	17.67
12073 - Licensed Practical Nurse III	18.89
12100 - Medical Assistant	13.57
12130 - Medical Laboratory Technician	17.22
12160 - Medical Record Clerk	13.75
12190 - Medical Record Technician	15.38
12195 - Medical Transcriptionist	15.65
12210 - Nuclear Medicine Technologist	32.90
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	19.34
12236 - Optical Technician	14.66
12250 - Pharmacy Technician	14.44
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	23.35
12311 - Registered Nurse I	23.41
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II, Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III, Anesthetist	34.65
12316 - Registered Nurse IV	41.52
12317 - Scheduler (Drug and Alcohol Testing)	20.99
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.14
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.50
13041 - Illustrator I	18.79
13042 - Illustrator II	23.29
13043 - Illustrator III	28.49
13047 - Librarian	24.89
13050 - Library Aide/Clerk	12.40
13054 - Library Information Technology Systems Administrator	22.40
13058 - Library Technician	13.25
13061 - Media Specialist I	16.22
13062 - Media Specialist II	18.14
13063 - Media Specialist III	20.53
13071 - Photographer I	13.56
13072 - Photographer II	16.00
13073 - Photographer III	18.80
13074 - Photographer IV	23.00
13075 - Photographer V	27.82
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.44
14042 - Computer Operator II	15.03
14043 - Computer Operator III	16.96
14044 - Computer Operator IV	20.82
14045 - Computer Operator V	23.11
14071 - Computer Programmer I	24.20
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.41
14160 - Personal Computer Support Technician	20.82
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	28.19
15020 - Aircrew Training Devices Instructor (Rated)	34.10
15030 - Air Crew Training Devices Instructor (Pilot)	39.61
15050 - Computer Based Training Specialist / Instructor	26.70
15060 - Educational Technologist	23.96
15070 - Flight Instructor (Pilot)	37.51
15080 - Graphic Artist	22.77
15090 - Technical Instructor	20.53
15095 - Technical Instructor/Course Developer	25.11
15110 - Test Proctor	16.56
15120 - Tutor	16.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.67
16030 - Counter Attendant	8.67
16040 - Dry Cleaner	11.05
16070 - Finisher, Flatwork, Machine	8.67
16090 - Presser, Hand	8.67
16110 - Presser, Machine, Drycleaning	8.67
16130 - Presser, Machine, Shirts	8.67
16160 - Presser, Machine, Wearing Apparel, Laundry	8.67
16190 - Sewing Machine Operator	11.79
16220 - Tailor	12.51
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.70
19040 - Tool And Die Maker	21.00
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.29
21030 - Material Coordinator	18.80
21040 - Material Expediter	18.80
21050 - Material Handling Laborer	12.93
21071 - Order Filler	10.98
21080 - Production Line Worker (Food Processing)	15.29
21110 - Shipping Packer	14.88
21130 - Shipping/Receiving Clerk	14.88
21140 - Store Worker I	9.85
21150 - Stock Clerk	14.02
21210 - Tools And Parts Attendant	15.29
21410 - Warehouse Specialist	15.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.15
23021 - Aircraft Mechanic I	23.72
23022 - Aircraft Mechanic II	25.15
23023 - Aircraft Mechanic III	26.71
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft, Painter	20.64
23060 - Aircraft Servicer	17.67
23080 - Aircraft Worker	18.98
23110 - Appliance Mechanic	18.66
23120 - Bicycle Repairer	12.87
23125 - Cable Splicer	23.45
23130 - Carpenter, Maintenance	17.89
23140 - Carpet Layer	17.55
23160 - Electrician, Maintenance	20.10
23181 - Electronics Technician Maintenance I	22.35
23182 - Electronics Technician Maintenance II	23.94
23183 - Electronics Technician Maintenance III	25.41
23260 - Fabric Worker	16.35
23290 - Fire Alarm System Mechanic	19.13
23310 - Fire Extinguisher Repairer	15.12
23311 - Fuel Distribution System Mechanic	23.13

23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	15.63
23380 - Ground Support Equipment Mechanic	23.72
23381 - Ground Support Equipment Servicer	17.67
23382 - Ground Support Equipment Worker	18.98
23391 - Gunsmith I	16.81
23392 - Gunsmith II	18.67
23393 - Gunsmith III	20.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	18.39
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	24.25
23465 - Laboratory/Shelter Mechanic	18.79
23470 - Laborer	12.93
23510 - Locksmith	16.48
23530 - Machinery Maintenance Mechanic	22.01
23550 - Machinist, Maintenance	18.54
23580 - Maintenance Trades Helper	12.29
23591 - Metrology Technician I	24.25
23592 - Metrology Technician II	25.81
23593 - Metrology Technician III	27.31
23640 - Millwright	20.21
23710 - Office Appliance Repairer	21.11
23760 - Painter, Maintenance	16.52
23790 - Pipefitter, Maintenance	19.16
23810 - Plumber, Maintenance	18.01
23820 - Pneudraulic Systems Mechanic	20.02
23850 - Rigger	19.65
23870 - Scale Mechanic	17.55
23890 - Sheet-Metal Worker, Maintenance	19.44
23910 - Small Engine Mechanic	14.74
23931 - Telecommunications Mechanic I	23.49
23932 - Telecommunications Mechanic II	25.00
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	16.90
23965 - Well Driller	20.02
23970 - Woodcraft Worker	20.02
23980 - Woodworker	12.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	9.44
24620 - Family Readiness And Support Services Coordinator	14.20
24630 - Homemaker	19.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.27
25040 - Sewage Plant Operator	22.26
25070 - Stationary Engineer	22.27
25190 - Ventilation Equipment Tender	15.47
25210 - Water Treatment Plant Operator	22.26
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.83
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	15.87
27010 - Court Security Officer	15.87
27030 - Detection Dog Handler	13.68
27040 - Detention Officer	15.87

27070 - Firefighter	13.26
27101 - Guard I	10.51
27102 - Guard II	13.68
27131 - Police Officer I	19.58
27132 - Police Officer II	21.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.32
28042 - Carnival Equipment Repairer	10.47
28043 - Carnival Equipment Worker	8.39
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	17.10
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.99
29020 - Hatch Tender	18.99
29030 - Line Handler	18.99
29041 - Stevedore I	17.72
29042 - Stevedore II	22.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.46
30022 - Archeological Technician II	18.41
30023 - Archeological Technician III	22.82
30030 - Cartographic Technician	22.82
30040 - Civil Engineering Technician	22.04
30061 - Drafter/CAD Operator I	16.46
30062 - Drafter/CAD Operator II	18.41
30063 - Drafter/CAD Operator III	20.54
30064 - Drafter/CAD Operator IV	25.27
30081 - Engineering Technician I	13.90
30082 - Engineering Technician II	16.57
30083 - Engineering Technician III	20.34
30084 - Engineering Technician IV	23.88
30085 - Engineering Technician V	29.16
30086 - Engineering Technician VI	35.34
30090 - Environmental Technician	21.21
30210 - Laboratory Technician	20.56
30240 - Mathematical Technician	22.18
30361 - Paralegal/Legal Assistant I	18.17
30362 - Paralegal/Legal Assistant II	22.79
30363 - Paralegal/Legal Assistant III	27.87
30364 - Paralegal/Legal Assistant IV	33.75
30390 - Photo-Optics Technician	22.82
30461 - Technical Writer I	22.03
30462 - Technical Writer II	26.95
30463 - Technical Writer III	32.60
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.54
30621 - Weather Observer, Senior (see 2)	22.82
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	13.82
31030 - Bus Driver	18.11
31043 - Driver Courier	15.41
31260 - Parking and Lot Attendant	9.32
31290 - Shuttle Bus Driver	15.41
31310 - Taxi Driver	10.42
31361 - Truckdriver, Light	15.41
31362 - Truckdriver, Medium	18.16
31363 - Truckdriver, Heavy	19.44
31364 - Truckdriver, Tractor-Trailer	19.44
99000 - Miscellaneous Occupations	
99030 - Cashier	8.57
99050 - Desk Clerk	9.66
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.44
99252 - Laboratory Animal Caretaker II	11.35
99310 - Mortician	24.27
99410 - Pest Controller	14.06
99510 - Photofinishing Worker	13.91
99710 - Recycling Laborer	15.26
99711 - Recycling Specialist	19.47
99730 - Refuse Collector	13.54
99810 - Sales Clerk	12.62
99820 - School Crossing Guard	11.25
99830 - Survey Party Chief	20.53
99831 - Surveying Aide	11.63
99832 - Surveying Technician	15.94
99840 - Vending Machine Attendant	11.62
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.62

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 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. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [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, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038
		10B. DATED (SEE ITEM 13) 07/28/2009
CODE 6275735610000	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 DROIGSA-09-0038

**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: 627573561  
DUNS: 627573561  
Contracting Officer's Representative: [REDACTED], 305-207-[REDACTED], [REDACTED]@ice.dhs.gov  
Alternate Contracting Officer's Representative: [REDACTED], 305-207-[REDACTED]  
Contracting Officer: [REDACTED] (202) 732-[REDACTED] [REDACTED]@ice.dhs.gov

The purpose of this modification is to incorporate Wage Determination No. 2015-4539 (R5), dated 1/10/18.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	
16B. UNI	16C. DATE SIGNED
[REDACTED]	May 29, 2018

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00011

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2 2

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPL ES/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-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 of receiving a new wage Determination unless the 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 this 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 records that the Contracting Officer may reasonable require. Exempt Action: Y Sensitive Award: SPII Period of Performance: 08/03/2009 to 09/30/2019</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO P00012	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6 ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [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, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833		(x) 9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
CODE 6275735610000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO DROIGSA-09-0038	10B. DATED (SEE ITEM 13) 07/28/2009

**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 \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 627573561

DUNS: 627573561

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

[REDACTED]@ice.dhs.gov

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

Contracting Officer [REDACTED] (202) 732-[REDACTED] [REDACTED]@ice.dhs.gov

1. The purpose of this modification is to correct the transportation overtime rate listed under IGSA Article XVII, Section A. from [REDACTED] to [REDACTED]

Continued ...

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

[REDACTED] (Type or print) Finance Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
[REDACTED] (Signature) 7/9/2018	15C. DATE SIGNED
[REDACTED] (Signature)	16B. DATE SIGNED June 28, 2018

**CONTINUATION SHEET**

REFERENCE NO OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00012

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2 2

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2. All other terms and conditions remain unchanged.  Exempt Action: Y Sensitive Award: SPII Period of Performance: 08/03/2009 to 09/30/2019				

2. AMENDMENT/MODIFICATION NO. P00013	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 Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038  10B. DATED (SEE ITEM 13) 07/28/2009
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNT NG AND APPROPRIATION DATA (If required)  
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIF ED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH N ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) In accordance with DROIGSA-09-0038

**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: 627573561  
DUNS:627573561  
Contracting Officer's Representative: [REDACTED] 305-207-[REDACTED]  
[REDACTED]@ice.dhs.gov  
Alternate Contracting Officer's Representative: [REDACTED], 305-207-[REDACTED]  
Contracting Officer: [REDACTED] (202) 732-[REDACTED] ice.dhs.gov

1. The purpose of this modification is to incorporate Wage Determination No. 2015-4539 (R8), 12/26/2018.

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00013

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPL ES/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-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 of receiving a new wage Determination unless the notification period is extended in writing by the Contacting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause but noting in this 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 records that the Contracting Officer may reasonably require.</p> <p>2. All other terms and conditions remain unchanged.</p> <p>Period of Performance: 05/10/2019 to 05/09/2020</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 2

2. AMENDMENT/MODIFICATION NO. P00015 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

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 Suite [REDACTED]  
 WASHINGTON DC 20536

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

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

BAKER COUNTY OF  
 1 SHERIFFS OFFICE DR  
 MACCLENNY FL 320638833

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

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038  
 10B. DATED (SEE ITEM 13) 07/28/2009

CODE 6275735610000 FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DROIGSA-09-0038
	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: 627573561  
 DUNS: 627573561

Contracting Officer's Representative: [REDACTED]@ice.dhs.gov  
 Alternate Contracting Officer's Representative: [REDACTED]@ice.dhs.gov  
 Contracting Officer: [REDACTED]@ice.dhs.gov  
 Contract Specialist: [REDACTED]@ice.dhs.gov

The purpose of this modification is to:

1) Update the applicable National Detention Standards from NDS 2000 to NDS 2019 (<https://www.ice.gov/detention-standards/2019>) and  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Finance Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 2/26/20	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
15B. DATE SIGNED	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Incorporate Bed Space Tracking Initiative (BSTI) as described in Attachment 1, with the "ICE BSTI Email Submission Form" (Attachment 2).</p> <p>All other terms and conditions remain the same. Period of Performance: 05/10/2019 to 05/31/2020</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6275735610000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038	10B. DATED (SEE ITEM 13) 07/28/2009

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) IAW IGSA DROIGSA-09-0038

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: 627573561

Contracting Officer's Representative: [REDACTED]@ice.dhs.gov

Contracting Officer: [REDACTED]@ice.dhs.gov

The purpose of this modification is to accomplish the following extend the period of performance to 6/30/2021. In accordance with Article XI of the IGSA, the period of performance may be extended by bilateral modification.

All other terms and conditions remain unchanged.

Period of Performance: 08/03/2009 to 06/30/2021

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 5/24/21	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
15B. AUTHORIZED TO SIGN	16C. DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00018

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2 2

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 0001 to read as follows (amount shown is the total amount):				
0001	Detention Bed Day at [REDACTED] Bed Day (Not Separately Priced) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 0002 to read as follows (amount shown is the total amount):				
0002	Escort Transport (Not Separately Priced) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 0003 to read as follows (amount shown is the total amount):				
0003	Escort Transport Overtime Rate (Not Separately Priced) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				

2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038  10B. DATED (SEE ITEM 13) 07/28/2009
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNT NG AND APPROPRIATION DATA (If required)  
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIF ED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH N ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW IGSA DROIGSA-09-0038

**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: 627573561  
Contracting Officer's Representative: [REDACTED]@ice.dhs.gov  
Contracting Officer: [REDACTED]@ice.dhs.gov

The purpose of this modification is to extend the period of performance to 08/31/2021.

All other terms and conditions remain unchanged.  
Period of Performance: 08/03/2009 to 08/31/2021

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACT NG OFFICER (Type or print) [REDACTED] TEL: 202-732-[REDACTED] EMAIL: [REDACTED]@ICE.DHS.GOV
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO P00020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6275735610000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO DROIGSA-09-0038	
		10B. DATED (SEE ITEM 13) 07/28/2009	

**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) IAW IGSA DROIGSA-09-0038

**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: 627573561

Contracting Officer's Representative: [REDACTED]@ice.dhs.gov

Contracting Officer: [REDACTED]@ice.dhs.gov

The purpose of this modification is to extend the period of performance of this IGSA by 58 months, from 8/31/2021 to 5/31/2026. In accordance with IGSA DROIGSA-09-0038, Article IX. Period of Performance, the period of performance may be extended by bilateral modification.

All other terms and conditions remain the same.

Period of Performance: 08/03/2009 to 05/31/2026

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Finance Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] ICE, DHS, GOV	
15C. DATE SIGNED 8/31/2021		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED] (Sign)		[REDACTED] (Signature of Contracting Officer)	



01320 - Service Order Dispatcher	16.54
01410 - Supply Technician	24.54
01420 - Survey Worker	15.43
01460 - Switchboard Operator/Receptionist	13.84
01531 - Travel Clerk I	14.20
01532 - Travel Clerk II	15.42
01533 - Travel Clerk III	16.58
01611 - Word Processor I	13.73
01612 - Word Processor II	15.42
01613 - Word Processor III	17.25
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.96
05010 - Automotive Electrician	17.37
05040 - Automotive Glass Installer	16.21
05070 - Automotive Worker	16.21
05110 - Mobile Equipment Servicer	13.97
05130 - Motor Equipment Metal Mechanic	18.51
05160 - Motor Equipment Metal Worker	16.21
05190 - Motor Vehicle Mechanic	18.51
05220 - Motor Vehicle Mechanic Helper	12.85
05250 - Motor Vehicle Upholstery Worker	15.11
05280 - Motor Vehicle Wrecker	16.21
05310 - Painter Automotive	17.37
05340 - Radiator Repair Specialist	16.21
05370 - Tire Repairer	12.15
05400 - Transmission Repair Specialist	18.51
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.77
07041 - Cook I	12.67
07042 - Cook II	14.71
07070 - Dishwasher	10.47
07130 - Food Service Worker	11.75
07210 - Meat Cutter	18.13
07260 - Waiter/Waitress	10.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	10.93
09080 - Furniture Refinisher	17.97
09090 - Furniture Refinisher Helper	13.29
09110 - Furniture Repairer Minor	15.63
09130 - Upholsterer	19.02
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.43
11060 - Elevator Operator	11.35
11090 - Gardener	17.60
11122 - Housekeeping Aide	11.35
11150 - Janitor	11.35
11210 - Laborer Grounds Maintenance	13.31
11240 - Maid or Houseman	10.57
11260 - Pruner	11.82
11270 - Tractor Operator	16.19
11330 - Trail Maintenance Worker	13.31
11360 - Window Cleaner	12.78
12000 - Health Occupations	
12010 - Ambulance Driver	15.80
12011 - Breath Alcohol Technician	19.23
12012 - Certified Occupational Therapist Assistant	30.45
12015 - Certified Physical Therapist Assistant	29.71
12020 - Dental Assistant	19.78
12025 - Dental Hygienist	33.12
12030 - EKG Technician	24.46
12035 - Electroneurodiagnostic Technologist	24.46
12040 - Emergency Medical Technician	15.80
12071 - Licensed Practical Nurse I	17.19
12072 - Licensed Practical Nurse II	19.23

12073 - Licensed Practical Nurse III	21.44
12100 - Medical Assistant	15.66
12130 - Medical Laboratory Technician	22.91
12160 - Medical Record Clerk	15.57
12190 - Medical Record Technician	17.42
12195 - Medical Transcriptionist	17.76
12210 - Nuclear Medicine Technologist	36.18
12221 - Nursing Assistant I	11.48
12222 - Nursing Assistant II	12.91
12223 - Nursing Assistant III	14.08
12224 - Nursing Assistant IV	15.81
12235 - Optical Dispenser	20.08
12236 - Optical Technician	16.87
12250 - Pharmacy Technician	15.98
12280 - Phlebotomist	16.05
12305 - Radiologic Technologist	27.20
12311 - Registered Nurse I	24.55
12312 - Registered Nurse II	30.04
12313 - Registered Nurse II Specialist	30.04
12314 - Registered Nurse III	36.34
12315 - Registered Nurse III Anesthetist	36.34
12316 - Registered Nurse IV	43.56
12317 - Scheduler (Drug and Alcohol Testing)	23.82
12320 - Substance Abuse Treatment Counselor	20.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	26.12
13013 - Exhibits Specialist III	31.95
13041 - Illustrator I	18.79
13042 - Illustrator II	23.29
13043 - Illustrator III	28.49
13047 - Librarian	28.93
13050 - Library Aide/Clerk	13.74
13054 - Library Information Technology Systems Administrator	26.12
13058 - Library Technician	18.90
13061 - Media Specialist I	18.85
13062 - Media Specialist II	21.09
13063 - Media Specialist III	23.51
13071 - Photographer I	14.92
13072 - Photographer II	17.18
13073 - Photographer III	20.68
13074 - Photographer IV	25.30
13075 - Photographer V	30.60
13090 - Technical Order Library Clerk	17.26
13110 - Video Teleconference Technician	19.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.99
14042 - Computer Operator II	19.02
14043 - Computer Operator III	21.21
14044 - Computer Operator IV	23.56
14045 - Computer Operator V	26.09
14071 - Computer Programmer I	(see 1) 24.20
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.99
14160 - Personal Computer Support Technician	23.56
14170 - System Support Specialist	31.52
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.11
15020 - Aircrew Training Devices Instructor (Rated)	36.43

15030 - Air Crew Training Devices Instructor (Pilot)	43.57
15050 - Computer Based Training Specialist / Instructor	28.19
15060 - Educational Technologist	30.86
15070 - Flight Instructor (Pilot)	43.57
15080 - Graphic Artist	22.77
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.93
15086 - Maintenance Test Pilot Rotary Wing	41.93
15088 - Non-Maintenance Test/Co-Pilot	41.93
15090 - Technical Instructor	22.58
15095 - Technical Instructor/Course Developer	27.62
15110 - Test Proctor	18.22
15120 - Tutor	18.22
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.04
16030 - Counter Attendant	10.04
16040 - Dry Cleaner	12.82
16070 - Finisher Flatwork Machine	10.04
16090 - Presser Hand	10.04
16110 - Presser Machine Drycleaning	10.04
16130 - Presser Machine Shirts	10.04
16160 - Presser Machine Wearing Apparel Laundry	10.04
16190 - Sewing Machine Operator	13.67
16220 - Tailor	14.50
16250 - Washer Machine	10.94
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.51
19040 - Tool And Die Maker	22.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.06
21030 - Material Coordinator	22.72
21040 - Material Expediter	22.72
21050 - Material Handling Laborer	13.32
21071 - Order Filler	12.72
21080 - Production Line Worker (Food Processing)	18.28
21110 - Shipping Packer	15.84
21130 - Shipping/Receiving Clerk	15.84
21140 - Store Worker I	11.16
21150 - Stock Clerk	15.98
21210 - Tools And Parts Attendant	19.06
21410 - Warehouse Specialist	19.06
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.55
23019 - Aircraft Logs and Records Technician	21.98
23021 - Aircraft Mechanic I	26.93
23022 - Aircraft Mechanic II	28.55
23023 - Aircraft Mechanic III	30.21
23040 - Aircraft Mechanic Helper	18.70
23050 - Aircraft Painter	25.27
23060 - Aircraft Servicer	21.98
23070 - Aircraft Survival Flight Equipment Technician	25.27
23080 - Aircraft Worker	23.59
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.59
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.93
23110 - Appliance Mechanic	18.66
23120 - Bicycle Repairer	17.12
23125 - Cable Splicer	31.20
23130 - Carpenter Maintenance	18.86
23140 - Carpet Layer	19.87
23160 - Electrician Maintenance	22.34
23181 - Electronics Technician Maintenance I	24.08
23182 - Electronics Technician Maintenance II	25.81
23183 - Electronics Technician Maintenance III	27.51
23260 - Fabric Worker	18.52

23290 - Fire Alarm System Mechanic	21.42
23310 - Fire Extinguisher Repairer	17.12
23311 - Fuel Distribution System Mechanic	25.02
23312 - Fuel Distribution System Operator	18.88
23370 - General Maintenance Worker	17.58
23380 - Ground Support Equipment Mechanic	26.93
23381 - Ground Support Equipment Servicer	21.98
23382 - Ground Support Equipment Worker	23.59
23391 - Gunsmith I	17.12
23392 - Gunsmith II	19.87
23393 - Gunsmith III	22.63
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.85
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.10
23430 - Heavy Equipment Mechanic	24.48
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	26.94
23465 - Laboratory/Shelter Mechanic	21.29
23470 - Laborer	13.32
23510 - Locksmith	17.91
23530 - Machinery Maintenance Mechanic	26.63
23550 - Machinist Maintenance	20.97
23580 - Maintenance Trades Helper	14.06
23591 - Metrology Technician I	26.94
23592 - Metrology Technician II	28.56
23593 - Metrology Technician III	30.22
23640 - Millwright	27.00
23710 - Office Appliance Repairer	21.11
23760 - Painter Maintenance	17.08
23790 - Pipefitter Maintenance	22.76
23810 - Plumber Maintenance	21.36
23820 - Pneudraulic Systems Mechanic	22.69
23850 - Rigger	26.81
23870 - Scale Mechanic	19.87
23890 - Sheet-Metal Worker Maintenance	22.58
23910 - Small Engine Mechanic	18.78
23931 - Telecommunications Mechanic I	29.84
23932 - Telecommunications Mechanic II	31.63
23950 - Telephone Lineman	21.89
23960 - Welder Combination Maintenance	19.55
23965 - Well Driller	22.02
23970 - Woodcraft Worker	22.69
23980 - Woodworker	17.12
24000 - Personal Needs Occupations	
24550 - Case Manager	16.35
24570 - Child Care Attendant	11.79
24580 - Child Care Center Clerk	14.71
24610 - Chore Aide	11.46
24620 - Family Readiness And Support Services Coordinator	16.35
24630 - Homemaker	19.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	29.15
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	20.85
25210 - Water Treatment Plant Operator	29.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.01
27007 - Baggage Inspector	11.64
27008 - Corrections Officer	20.91
27010 - Court Security Officer	21.65
27030 - Detection Dog Handler	13.68
27040 - Detention Officer	20.91

27070 - Firefighter	19.43
27101 - Guard I	11.64
27102 - Guard II	13.68
27131 - Police Officer I	24.09
27132 - Police Officer II	26.76
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.88
28042 - Carnival Equipment Repairer	14.00
28043 - Carnival Worker	9.41
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	17.24
28510 - Recreation Aide/Health Facility Attendant	12.58
28515 - Recreation Specialist	21.35
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	16.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.60
29020 - Hatch Tender	23.60
29030 - Line Handler	23.60
29041 - Stevedore I	21.99
29042 - Stevedore II	25.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	16.46
30022 - Archeological Technician II	18.41
30023 - Archeological Technician III	22.82
30030 - Cartographic Technician	22.82
30040 - Civil Engineering Technician	23.80
30051 - Cryogenic Technician I	25.27
30052 - Cryogenic Technician II	27.92
30061 - Drafter/CAD Operator I	16.46
30062 - Drafter/CAD Operator II	18.41
30063 - Drafter/CAD Operator III	20.54
30064 - Drafter/CAD Operator IV	25.27
30081 - Engineering Technician I	15.47
30082 - Engineering Technician II	17.80
30083 - Engineering Technician III	20.34
30084 - Engineering Technician IV	24.67
30085 - Engineering Technician V	30.19
30086 - Engineering Technician VI	36.52
30090 - Environmental Technician	21.21
30095 - Evidence Control Specialist	21.84
30210 - Laboratory Technician	25.87
30221 - Latent Fingerprint Technician I	24.41
30222 - Latent Fingerprint Technician II	26.96
30240 - Mathematical Technician	24.40
30361 - Paralegal/Legal Assistant I	18.17
30362 - Paralegal/Legal Assistant II	22.79
30363 - Paralegal/Legal Assistant III	27.87
30364 - Paralegal/Legal Assistant IV	33.75
30375 - Petroleum Supply Specialist	26.72
30390 - Photo-Optics Technician	22.82
30395 - Radiation Control Technician	26.72
30461 - Technical Writer I	25.35
30462 - Technical Writer II	31.02
30463 - Technical Writer III	37.53
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.27

30502 - Weather Forecaster II		30.74
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	20.54
30621 - Weather Observer Senior	(see 2)	22.82
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		30.67
31020 - Bus Aide		13.82
31030 - Bus Driver		18.11
31043 - Driver Courier		15.50
31260 - Parking and Lot Attendant		10.73
31290 - Shuttle Bus Driver		16.85
31310 - Taxi Driver		12.45
31361 - Truckdriver Light		16.85
31362 - Truckdriver Medium		18.23
31363 - Truckdriver Heavy		20.44
31364 - Truckdriver Tractor-Trailer		20.44
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.95
99030 - Cashier		10.45
99050 - Desk Clerk		11.20
99095 - Embalmer		27.83
99130 - Flight Follower		25.35
99251 - Laboratory Animal Caretaker I		13.71
99252 - Laboratory Animal Caretaker II		14.89
99260 - Marketing Analyst		28.38
99310 - Mortician		27.83
99410 - Pest Controller		17.02
99510 - Photofinishing Worker		14.18
99710 - Recycling Laborer		20.32
99711 - Recycling Specialist		25.18
99730 - Refuse Collector		18.02
99810 - Sales Clerk		12.62
99820 - School Crossing Guard		11.48
99830 - Survey Party Chief		24.84
99831 - Surveying Aide		14.07
99832 - Surveying Technician		19.28
99840 - Vending Machine Attendant		11.62
99841 - Vending Machine Repairer		14.63
99842 - Vending Machine Repairer Helper		11.62

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

Conformance Process:

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

determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO P00021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR		
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038	
		10B. DATED (SEE ITEM 13) 07/28/2009	
CODE 6275735610000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) IAW IGSA DROIGSA-09-0038

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: 627573561  
Contracting Officer's Representative: [REDACTED]@ice.dhs.gov  
Contracting Officer: [REDACTED]@hs.gov  
County POC: [REDACTED]@akerso.com

This modification accomplishes the following:

- 1) Incorporates Wage Determination 2015-4539, Revision 12, Dated 12/21/2020 with an effective date of 6/1/2021.
  - 2) Update the Rates for CLIN 0001, Detention Bed Days, CLIN 0002, Escort Transport Hours, and CLIN 0003, Escort Transport OT Hours. These rates are updated at the Line Items below.
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Finance Director	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 10/4/2021	15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] ICE, DHS, GOV
		(Signature of Contracting Officer)	16C. DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00021

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Create CLIN 0001a, Facility Usage Fee. This is a Fixed Price CLIN to be paid on a month-to-month basis when, and only when, the facility houses ICE detainees in a calendar month. This CLIN is only applicable when the facility is in use by ICE and will not apply if the Task Order or agreement is canceled or terminated.</p> <p>All updated rates are effective as of 6/1/2021. All other terms and conditions remain the same. Period of Performance: 08/03/2009 to 05/31/2026</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>Detention Services CLIN</p> <p>Bed Day Rate of [REDACTED] per bed (all population levels)</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
0001a	<p>Add Item 0001a as follows:</p> <p>Facility Usage Fee</p> <p>Monthly Fixed Price Fee of [REDACTED]</p> <p>Applicable on a month-to-month basis and only when facility is in use (Not Separately Priced)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>Escort Transport at [REDACTED] hour (Not Separately Priced)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
0003	<p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Escort Transport Overtime Rate at [REDACTED] hour (Not Separately Priced)</p> <p>Product/Service Code: S206</p> <p>Continued ...</p>				[REDACTED]

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-09-0038/P00021

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO P00022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAKER COUNTY OF 1 SHERIFFS OFFICE DR MACCLENNY FL 320638833		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6275735610000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-09-0038	10B. DATED (SEE ITEM 13) 07/28/2009

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) IAW IGSA DROIGSA-09-0038

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: 627573561

Contracting Officer's Representative: [REDACTED]@ice.dhs.gov

Contracting Officer: [REDACTED]@ice.dhs.gov

County POC: [REDACTED]@bakerso.com

The purpose of this modification is to implement Executive Order 14042 Ensuring Adequate COVID Safety Protocols for Federal Contractors

This requirement shall be applicable to all subcontractors/ teaming partners, if any, and all active and future orders

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Director of Finance		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] ICE.DHS.GOV	
15B. CONTRACTING OFFICER'S REPRESENTATIVE [REDACTED]		15C. DATE SIGNED 11/5/2021	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
15D. CONTRACTING OFFICER'S REPRESENTATIVE [REDACTED]		16C. DATE SIGNED	

NAME OF OFFEROR OR CONTRACTOR  
BAKER COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors. (OCT 2021) (DEVIATION)</p> <p>(a) Definition. As used in this clause - United States or its outlying areas means-</p> <ul style="list-style-type: none"> <li>(1) The fifty States;</li> <li>(2) The District of Columbia;</li> <li>(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;</li> <li>(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and</li> <li>(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.</li> </ul> <p>(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).</p> <p>(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <a href="https://www.saferfederalworkforce.gov/contractors/">https://www.saferfederalworkforce.gov/contractors/</a></p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas. (End of clause) Period of Performance: 08/03/2009 to 05/31/2026</p>				