AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00004

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 

5. PROJECT NO. (If applicable) 

8. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 1 Street, NW Suite 930
WASHINGTON DC 20536

9. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, State and ZIP Code)

FAIRFAX COUNTY OF
ATTN THE FAIRFAX COUNTY SHERIFF'S OFFICE
12000 GOVERNMENT CENTER PKWY STE 214
FAIRFAX VA 220350001

10. AMENDMENT OF SOLICITATION NO. 

11. MODIFICATION OF CONTRACT/ORDER NO. 

12. DATED (SEE ITEM 11) 

04/02/2012

This item only applies to amendments of solicitations.

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing Items 9 and 16, 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 the above number of this amendment is required to change the 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.

This item only applies to modification of contract/order, it modifies the contract/order no. as described in item 14.

13. 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 payee, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X Mutual Agreement of 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.)

DUNS Number: 074837626

CONTRACTING POC:
COR: Todd Mills, 703-285-6225, Todd.E.Mills@ice.dhs.gov
CO: Sang Han, 202-732-2544, Sang.Han@ice.dhs.gov

The purpose of this modification is as follows:

1) To extend the period of performance from 3/31/2017 to 3/31/2022 with bed/day rate of $109.58 per detainee.

2) To change the duration for covered services under Article 3 and 6 from 72 hours to 48

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) RAY VANWORMER

Chief Financial Services

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

15C. DATE SIGNED 4/4/2017

16C. DATE SIGNED 4/4/2017

NSN 4400-95-0710

Previous edition unusable

STANDARD FORM 30 (REV. 10-80)
hours. Revised IGSA is attached to this modification with track changes.

3) To incorporated the Wage Determination No. 15-4281 (Rev.-4), effective 1/3/2017 (see Attachment 1).

As a result of this modification, this IGSA has been extended for additional 5 years.

Exempt Action: Y Sensitive Award: PII
Period of Performance: 04/01/2012 to 03/31/2022

Notwithstanding the title of "Contractor" above, Fairfax County is named "Contractor" in this modification of Contract for the sole purpose of accepting electronic funds transfers as set forth herein. The Fairfax County Sheriff's Office, hereinafter "Service Provider" has the sole responsibility for performing all of the obligations to ICE under this Contract.
Article 1. 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 (Fairfax County Sheriff’s Office). 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. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for 11 detainees. ICE will 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 bed day rate.

**Bed Day Rate**  
$109.58 per detainee

Article 2. General

A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, the Facility meets ICE requirements, and is in compliance with ICE 2000 National Detention Standards (NDS) (http://www.ice.gov/detention-standards/2000/).

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 obligated. 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 Task Order to this Agreement.

C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than the Fairfax County Adult Detention Center. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will 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 3. Covered Services

A. Bedspace: The Service Provider shall provide beds on a space available basis for no more than seventy-two (72) forty-eight (48) hours. 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 remove the juvenile within seventy-two (72) forty-eight (48) hours.

C. Unit of Service and Financial Liability: The unit of service is called a “Bed Day” and is defined as one person per day. The bed 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 unallowable 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/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees’ language, as appropriate, to detainees who cannot read.

E. No ICE Liability for Failure to Meet Minimum Guarantee: ICE will not be liable for any failure to meet the minimum or population guarantee if such failure results directly from an occurrence that impairs the ability of ICE to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision becomes effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

Article 4. Receiving and Discharging Detainees

A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute “proper identification.” The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will 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. **Safe Release:** The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee.

Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility.

As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

E. **Service Provider Right of Refusal.** The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COTR. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or 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.

F. **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 5. ICE National Detention Standards and Other Applicable Standards**
The parties to this IGSA agree to enter into negotiations if and when the ICE Detention Standards are updated. This Agreement will be modified in writing upon mutual agreement.

The Service Provider shall house detainees and perform related detention services in accordance with the 2000 edition of ICE National Detention Standards (NDS). The complete set of standards applicable to this procurement is available from the following website: 
http://www.ice.gov/detention-standards/2000/ and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE NDS.

The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

**Article 6. 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. The costs of all emergency medical services provided off-site will be the responsibility of IHSC and at no time shall the Service Provider incur any financial liability related to such services.

C. A true copy of a detainee’s medical records shall be transferred with the detainee.

D. 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.

E. 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.

F. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the 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.

G. Onsite health care personnel 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 shall be available to the detainees. Arrival screening shall include, at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD), or chest x-ray, and recording the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).

H. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and provide custody oversight and medication as needed.

I. A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care.

J. 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.

K. The ICE Health Services Corps (IHSC) 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 IHSC representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Treatment Authorization Request (TAR) to IHSC for payment before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, and dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to IHSC. For medical care provided outside the Facility, the IHSC may determine that an alternative medical provider or institution more aptly meets the needs of ICE and the detainee. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to the following address http://www.inshealth.org/ManagedCare/MCForms.shtm. Payment for all off-site medical care services will be made by IHSC directly to the offsite medical providers.

L. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, 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 organization listed below as soon as possible, and in no case more than seventy-two (72) forty-eight (48) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization for
payment from the IHSC Managed Care Coordinator for service(s) beyond the initial emergency situation. Payment for all offsite medical services for the initial emergency need and for medical care required beyond the initial emergency situation will be made by IHSC directly to the medical provider(s).

IHSC Managed Care Coordinators
ICE Health Services Corps
1220 L Street, NW, Suite 500
Washington, DC, 20005-4018
Phone: (888) 718-8947
Fax: (202) 732-0119

M. The Service Provider shall allow IHSC Managed Care Coordinators or any ICE personnel 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 in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).

N. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its subcontractor/vendor upon request from the Contracting Officer’s Technical Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

1. The provision of health care to such individuals;
2. The health and safety of such individual or other inmates;
3. The health and safety of the officers or employees of or others at the correctional institution;
4. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
5. Law enforcement on the premises of the correctional institution; and
6. The administration and maintenance of the safety, security, and good order of the correctional institution.

O. The Service Provider shall direct offsite medical providers to submit 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
(800) 479-0523
P. The ICE Health Services Corps (IHSC) 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 Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # IHSC 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 shall 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 to 409-833-7435. 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 shall be loaded into the Script Care network and the pharmacy shall 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 7. 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 8. Employment Screening Requirements** Deleted

**Article 9. Period of Performance**

This Agreement becomes 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 11. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

Article 10. Inspections, Audit, Surveys, and Tours

A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by 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 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. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.

C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.

D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).

E. Access to Detainee and Facility 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 includes, 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; provided, however that access to medical and mental health record information be provided in accordance with Articles VI. 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. This right of access specifically applies to all inspections and other Facility reports.

Article 11. 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 **ICE or the Service Provider** 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 has approved the modification in writing.

B. **Change Orders**:  
1. The Contracting Officer may under at any time, by written order, and without notice to the Service Provider, 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 applicable Detention Standards.
   (b) 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 will make an equitable adjustment in the agreement price and will 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 will disallow those costs when determining a revised rate, if any.

5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses 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 will 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 12. Adjusting the Bed Day Rate**

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36)
months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate by accessing the link at https://edes.usdoj.gov/igaice/ for access to the ICE Automated Intergovernmental Agreement (eIGA) System for instructions on preparing your Jail Operating Expense Information Form. There is a Facility Guide available on the website to assist you. The Parties, Ice and the Service Provider agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information submitted through the eIGA System, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

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 the bed day rate is fixed, there are no retroactive adjustment(s).

Article 13. 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 http://www.fms.treas.gov/pdf/3881.pdf. 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:

1. By mail:

   DHS, ICE
   Burlington Finance Center
   P.O. Box 1620
   Williston, VT 05495-1620
   Attn: ICE-ERO-FOD-FDG

2. By fax: (include a cover sheet with point of contact and number of pages)

   802-288-7658

3. By e-mail:

   Invoice.Consolidation@dhs.gov
Invoices submitted by other than these three methods will be returned. The Service Provider’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:
1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident’s/detainee’s A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. 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 1 through 14 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.

C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the Burlington Finance Office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, constitutes 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 14. ICE Furnished Property

Deleted

Article 15. Hold Harmless Provisions

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.
A. **Service Provider Held Harmless:** ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.

B. **Federal Government Held Harmless:** Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.

A. **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, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will 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 will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

B. **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 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 16. 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, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE will 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 17. 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 as Attachment 2. These standards and provisions are included in every contract and 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.

B. Wage Determination: Each service employee employed in the performance of this Agreement 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 Agreement. (See Attachment 3 - Wage Determination)

Article 18. Notification and Public Disclosures

Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.

Article 19. Deleted

Article 20. Incident Reporting
The COTR shall be notified immediately in the event of all serious incidents. The COTR will provide after hours contact information to the Service Provider at the time of award.

Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

**Article 21. Detainee Privacy**

The Service Provider agrees to comply with the Privacy Act of 1974 ("Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.

1. “Operation of a system of records,” as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. “Record,” as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or
employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. “System of records on individuals,” as used in this Article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 22. Zero Tolerance for Sexual Harassment, Abuse, and Assault

ICE has a zero tolerance standard regarding rape and sexual assault in the Facility. The Service Provider shall affirmatively act to prevent sexual abuse and assaults on detainees. Every allegation will be reviewed, and, where warranted, referred for criminal prosecution consistent with a zero-tolerance standard.
WD 15-4281 (Rev.-4) was first posted on www.wdol.gov on 01/03/2017

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

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

Daniel W. Simms
Division of Wage Determinations
Wage Determination No.: 2015-4281
Revision No.: 4
Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia
Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Prince William, Stafford

**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
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<tbody>
<tr>
<td>01000 - Administrative Support And Clerical Occupations</td>
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<tr>
<td>01011 - Accounting Clerk I</td>
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<td>01051 - Data Entry Operator I</td>
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12100 - Medical Assistant
12130 - Medical Laboratory Technician
12160 - Medical Record Clerk
12190 - Medical Record Technician
12195 - Medical Transcriptionist
12210 - Nursing Assistant I
12222 - Nursing Assistant II
12223 - Nursing Assistant III
12224 - Nursing Assistant IV
12235 - Optical Dispenser
12236 - Optical Technician
12250 - Nuclear Medicine Technologist
12280 - Phlebotomist
12305 - Medical Transcriptionist
12311 - Registered Nurse I
12312 - Registered Nurse II
12313 - Registered Nurse II, Specialist
12314 - Registered Nurse III
12315 - Registered Nurse III, Anesthetist
12316 - Registered Nurse IV
12317 - Scheduler (Drug and Alcohol Testing)
12320 - Substance Abuse Treatment Counselor
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
13012 - Exhibits Specialist II
13013 - Exhibits Specialist III
13041 - Illustrator I
13042 - Illustrator II
13043 - Illustrator III
13047 - Librarian
13050 - Library Aide/Clerk
13054 - Library Information Technology Systems Administrator
13058 - Library Technician
13061 - Media Specialist I
13062 - Media Specialist II
13063 - Media Specialist III
13071 - Photographer I
13072 - Photographer II
13073 - Photographer III
13074 - Photographer IV
13075 - Photographer V
13090 - Technical Order Library Clerk
13110 - Video Teleconference Technician
14000 - Information Technology Occupations
14041 - Computer Operator I
14042 - Computer Operator II
14043 - Computer Operator III
14044 - Computer Operator IV
14045 - Computer Operator V
14071 - Computer Programmer I
14072 - Computer Programmer II
14073 - Computer Programmer III
14074 - Computer Programmer IV
14101 - Computer Systems Analyst I
14102 - Computer Systems Analyst II
14103 - Computer Systems Analyst III
14150 - Peripheral Equipment Operator
14160 - Personal Computer Support Technician
14170 - System Support Specialist
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
15020 - Aircrew Training Devices Instructor (Rated)
15030 - Air Crew Training Devices Instructor (Pilot)
31050 - Computer Based Training Specialist / Instructor 36.47
15060 - Educational Technologist 35.31
15070 - Flight Instructor (Pilot) 52.81
15080 - Graphic Artist 29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 48.72
15086 - Maintenance Test Pilot, Rotary Wing 48.72
15088 - Non-Maintenance Test/Co-Pilot 48.72
15090 - Technical Instructor 27.59
15095 - Technical Instructor/Course Developer 33.74
15110 - Test Proctor 22.22
15120 - Tutor 22.22

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 10.37
16030 - Counter Attendant 10.37
16040 - Dry Cleaner 13.33
16070 - Finisher, Flatwork, Machine 10.37
16090 - Presser, Hand 10.37
16110 - Presser, Machine, Drycleaning 10.37
16130 - Presser, Machine, Shirts 10.37
16160 - Presser, Machine, Wearing Apparel, Laundry 10.37
16190 - Sewing Machine Operator 14.28
16220 - Tailor 15.13
16250 - Washer, Machine 11.37

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 23.25
19040 - Tool And Die Maker 25.72

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 18.82
21030 - Material Coordinator 24.23
21040 - Material Expeditor 24.23
21050 - Material Handling Laborer 13.83
21071 - Order Filler 15.89
21080 - Production Line Worker (Food Processing) 18.82
21110 - Shipping Packer 16.28
21130 - Shipping/Receiving Clerk 16.28
21140 - Store Worker I 11.96
21150 - Stock Clerk 17.21
21210 - Tools And Parts Attendant 18.82
21410 - Warehouse Specialist 18.82

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 29.93
23019 - Aircraft Logs and Records Technician 21.74
23021 - Aircraft Mechanic I 28.41
23022 - Aircraft Mechanic II 29.93
23023 - Aircraft Mechanic III 31.38
23040 - Aircraft Mechanic Helper 19.29
23050 - Aircraft, Painter 27.28
23060 - Aircraft Servicer 21.74
23070 - Aircraft Survival Flight Equipment Technician 27.28
23080 - Aircraft Worker 23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 28.41

23110 - Appliance Mechanic 21.75
23120 - Bicycle Repairer 14.43
23125 - Cable Splicer 28.62
23130 - Carpenter, Maintenance 21.66
23140 - Carpet Layer 20.49
23160 - Electrician, Maintenance 27.98
23181 - Electronics Technician Maintenance I 27.43
23182 - Electronics Technician Maintenance II 29.12
23183 - Electronics Technician Maintenance III 30.68
23260 - Fabric Worker 21.84
23290 - Fire Alarm System Mechanic 22.91

23310 - Fire Extinguisher Repairer
23311 - Fuel Distribution System Mechanic
23312 - Fuel Distribution System Operator
23370 - General Maintenance Worker
23380 - Ground Support Equipment Mechanic
23381 - Ground Support Equipment Servicer
23382 - Ground Support Equipment Worker
23391 - Gunsmith I
23392 - Gunsmith II
23393 - Gunsmith III
23394 - Gunsmith IV
23410 - Heating, Ventilation And Air-Conditioning Mechanic
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
23440 - Heavy Equipment Operator
23460 - Instrument Mechanic
23465 - Laboratory/Shelter Mechanic
23470 - Laborer
23510 - Locksmith
23530 - Machinery Maintenance Mechanic
23550 - Machinist, Maintenance
23580 - Maintenance Trades Helper
23591 - Metrology Technician I
23592 - Metrology Technician II
23593 - Metrology Technician III
23640 - Millwright
23710 - Office Appliance Repairer
23760 - Painter, Maintenance
23820 - Pneumatic Systems Mechanic
23850 - Rigger
23870 - Scale Mechanic
23890 - Sheet-Metal Worker, Maintenance
23910 - Small Engine Mechanic
23931 - Telecommunications Mechanic I
23932 - Telecommunications Mechanic II
23950 - Telephone Lineman
23960 - Welder, Combination, Maintenance
23965 - Welder, Specialized, Maintenance
23970 - Woodcraft Worker
23980 - Woodworker
24000 - Personal Needs Occupations
24550 - Case Manager
24570 - Child Care Attendant
24580 - Child Care Center Clerk
24610 - Chore Aide
24620 - Family Readiness And Support Services Coordinator
24630 - Homemaker
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
25040 - Sewage Plant Operator
25070 - Stationary Engineer
25190 - Ventilation Equipment Tender
25210 - Water Treatment Plant Operator
27000 - Protective Service Occupations
27004 - Alarm Monitor
27007 - Baggage Inspector
27008 - Corrections Officer
27010 - Court Security Officer
27030 - Detection Dog Handler
27040 - Detention Officer
27070 - Firefighter
| 27101 - Guard I | 13.98 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 28.19 |
| 27132 - Police Officer II | 31.32 |

**28000 - Recreation Occupations**

| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 14.31 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 16.82 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.68 |
| 28515 - Recreation Specialist | 19.84 |
| 28630 - Sports Official | 12.75 |
| 28690 - Swimming Pool Operator | 18.21 |

**29000 - Stevedoring/Longshoremen Occupational Services**

| 29010 - Blocker And Bracer | 25.44 |
| 29020 - Hatch Tender | 25.44 |
| 29030 - Line Handler | 25.44 |
| 29041 - Stevedore I | 23.44 |
| 29042 - Stevedore II | 26.66 |

**30000 - Technical Occupations**

<p>| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 39.92 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 27.38 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 30.16 |
| 30021 - Archeological Technician I | 20.19 |
| 30022 - Archeological Technician II | 22.68 |
| 30023 - Archeological Technician III | 27.98 |
| 30030 - Cartographic Technician | 27.98 |
| 30040 - Civil Engineering Technician | 26.41 |
| 30051 - Cryogenic Technician I | 24.48 |
| 30052 - Cryogenic Technician II | 27.84 |
| 30061 - Drafter/CAD Operator I | 28.19 |
| 30062 - Drafter/CAD Operator II | 22.68 |
| 30063 - Drafter/CAD Operator III | 25.19 |
| 30064 - Drafter/CAD Operator IV | 31.00 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 27.41 |
| 30095 - Evidence Control Specialist | 22.10 |
| 30210 - Laboratory Technician | 23.38 |
| 30221 - Latent Fingerprint Technician I | 31.51 |
| 30222 - Latent Fingerprint Technician II | 34.81 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30375 - Petroleum Supply Specialist | 27.84 |
| 30390 - Photo-Optics Technician | 27.98 |
| 30395 - Radiation Control Technician | 27.84 |
| 30461 - Technical Writer I | 24.12 |
| 30462 - Technical Writer II | 29.52 |
| 30463 - Technical Writer III | 35.72 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 25.24 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 30.53 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 36.69 |
| 30494 - Unexploded (UXO) Safety Escort | 25.24 |
| 30495 - Unexploded (UXO) Sweep Personnel | 25.24 |
| 30501 - Weather Forecaster I | 24.48 |
| 30502 - Weather Forecaster II | 29.77 |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Occupation</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>30620</td>
<td>Weather Observer, Combined Upper Air Or (see 2)</td>
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<tr>
<td>Surface Programs</td>
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<tr>
<td>30621</td>
<td>Weather Observer, Senior (see 2)</td>
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<td>31000</td>
<td>Transportation/Mobile Equipment Operation Occupations</td>
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<tr>
<td>31010</td>
<td>Airplane Pilot</td>
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<tr>
<td>31020</td>
<td>Bus Aide</td>
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<td>31030</td>
<td>Bus Driver</td>
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<tr>
<td>31043</td>
<td>Driver Courier</td>
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<td>31260</td>
<td>Parking and Lot Attendant</td>
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<td>31290</td>
<td>Shuttle Bus Driver</td>
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<td>Taxi Driver</td>
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<td>31361</td>
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<td>31362</td>
<td>Truckdriver, Medium</td>
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<td>Truckdriver, Heavy</td>
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<td>Truckdriver, Tractor-Trailer</td>
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<td>99000</td>
<td>Miscellaneous Occupations</td>
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<td>99020</td>
<td>Cabin Safety Specialist</td>
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<td>99030</td>
<td>Cashier</td>
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<td>Embalmer</td>
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<td>99130</td>
<td>Flight Follower</td>
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<td>99251</td>
<td>Laboratory Animal Caretaker I</td>
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<td>99252</td>
<td>Laboratory Animal Caretaker II</td>
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<tr>
<td>99260</td>
<td>Marketing Analyst</td>
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<td>99310</td>
<td>Mortician</td>
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<td>99410</td>
<td>Pest Controller</td>
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<td>99510</td>
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<td>99710</td>
<td>Recycling Laborer</td>
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<td>Recycling Specialist</td>
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<td>99730</td>
<td>Refuse Collector</td>
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<td>99810</td>
<td>Sales Clerk</td>
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<td>99820</td>
<td>School Crossing Guard</td>
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<td>99830</td>
<td>Survey Party Chief</td>
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<td>99831</td>
<td>Surveying Aide</td>
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<td>99832</td>
<td>Surveying Technician</td>
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<td>99840</td>
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<tr>
<td>99841</td>
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<tr>
<td>99842</td>
<td>Vending Machine Repairer Helper</td>
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</tbody>
</table>

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

All occupations listed above receive the following benefits:

Health & Welfare: $4.27 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 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the
performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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