

F. ICE Notifications

The Contractor shall immediately report all serious incidents as outlined in the detention standards to the Field Office Director or designee and the COR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; 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; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

The Contractor will complete all notifications to ICE/ERO as outlined in the PBNDS 2011.

G. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to end of the transition period, in accordance with PBNDS 2011, Standard 1.1 Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to end of the transition period, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by

the Contractor shall at all times be consistent with all applicable policies of PBNDS 2011, Standard 2.15 Use of Force and Restraints.

H. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access to data information pertaining to ICE detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties.

The Contractor may not disclose information pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designee within four hours of a security incident.

I. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or ICE-designee. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in the facility commissary account and not commingled with any other funds. If funds are placed in an interest-bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Using these funds for any expense for which the Contractor is required to pay is prohibited. The Contractor shall provide independent auditor certification of the funds to the COR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any profits remaining in this account associated with detainee commissary purchases shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

J. Visitation

The facility's perimeter will ensure that detainees remain within and that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted in accordance with the relevant provisions of PBNDS 2011 or as directed by ICE. For the safety and privacy of the detainees, no videotaping is permitted by visitors or others (including the contractor) without prior approval from ICE, except for CCTV cameras operated by the contractor or the Government for security purposes. No video or audio recording devices will be allowed within the secure perimeter, except in accordance with court order or federal law.

K. Manage and Maintain a Detainee Telephone System (DTS)

1. The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in PBNDS 2011, Standard 5.6 Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
2. If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
3. Telephone rates shall not exceed the Federal Communications Commission (FCC) rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
4. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS Contractor to ICE detainees, based upon concurrence between ICE and the Contractor, may be added in the future subject to negotiation at no cost to ICE. These features may not in any way compromise the safety and security of the detainees, staff or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system or software from the DTS service. Such capabilities may now or in the future include; video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the DTS provider, subject to negotiations with ICE, and shall be negotiated at a future time and date if required.
5. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a

Telecommunications Company. Notwithstanding any existing Telecommunications contract, the Contractor shall require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. The Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Contractor. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

See PWS Addendums for specific requirements.

VII. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all of the PBNDS 2011 pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

The Contractor shall provide, install, and maintain a building access control system in all ICE and/or DOJ administrative space. The Contractor shall provide the Government administrative access and oversight role for system. The Contractor shall comply with ICE security plans.

B. Detainee Rights

The Contractor shall supervise, observe, and protect detainees from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Contract personnel shall have a zero-tolerance policy for incidents of sexual abuse or assault that may occur in the facility. Contract personnel shall adhere to ICE policies, procedures, and detention standards.

Detainees have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, gender identity, physical ability, mental ability, or political beliefs.

C. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

D. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall have direct supervision monitoring each occupied housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of DHS PREA, specifically §115.13, including the development of detainee supervision guidelines that are reviewed annually, as outlined in Attachment 2, Prison Rape Elimination Act Regulations.

E. Maintain a Video Surveillance Program

The Contractor shall ensure video surveillance of hallways, exits, and common areas. Additionally, surveillance systems shall be installed and updated in accordance with DHS PREA §115.18(b). A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The Contractor shall retain recordings for a minimum of 90 days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the Contractor.

F. Log Books

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

G. Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format. Contractor shall conduct a daily reconciliation of ICE detention manifest and the Contractor manifest to ensure accuracy. Any discrepancies in the reports shall be the responsibility of the Contractor to immediately rectify and brought to the attention of ICE.

The Contractor shall provide monthly status reports to the COR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

H. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in PBNDS 2011 2.8 Population Counts.

I. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the site, consistent with PBNDS 2011, Standard 2.4 "Facility Security and Control." They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

J. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Contractor shall notify the ICE-designee immediately or as soon as is practically possible.

K. Use of Force and Restraints

ICE has strict requirements related to the use of physical force and restraints by Detention Officers. Any use of force or restraints must be in compliance with PBNDS 2011, Standard 2.15 "Use of Force and Restraints." See Section J, Attachment 3, PBNDS 2011 with 2016 revisions.

L. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR or ICE-designee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR and ICE-designee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentionally responsible for the escape. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious incident and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding for any applicable standards violations.

M. Evacuation Plan

The Contractor shall furnish 24-hour emergency evacuation procedures. The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, in accordance with PBNDS 2011, Standard 1.1 "Emergency Plans."

N. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the COR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR and/or ICE-designee.

The Contractor shall submit a follow-up written report to the COR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

O. Protection of Employees

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

P. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

Q. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished and in operating condition, except as otherwise noted.

The facility, whether expansion or an existing physical plant, shall be operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations, or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation, or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether expansion or existing physical plant, shall comply with the building codes under which it was permitted at the time of original construction. Whether the facility is an expansion of an existing physical plant fire protection and life safety issues shall be governed by the building and life safety codes under which the facility was permitted at the time of original construction.

The facility, whether expansion or existing physical plant, shall comply with the requirements in effect at the time of the original facility construction of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations, and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment – All fire detection, communication, alarm, annunciation, suppression, and related equipment shall be operated, inspected, maintained, and tested in accordance with the edition of the applicable NEC and Life Safety Codes under which the facility was permitted at the time of original construction.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter, subject to ICE’s visual inspection and approval.

For expansion or existing physical plant, final and completed, the Contractor prior to issuance of the end of the post-award conference shall submit design/construction documents to the COR. For expansion projects, the schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during the expansion to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall

be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the award.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COR. In cases of emergency the Contractor shall notify the COR promptly.

R. Environmental Policy Procedures:

1. National Environmental Policy Act (NEPA)

Any action funded in whole or in part by a Federal Agency, or requiring approval by a Federal Agency, must be evaluated in accordance with NEPA (42 U.S.C. § 4321) and related environmental laws and executive orders. Therefore, ICE requires the following deliverables from an offeror for ICE to fulfill its obligations related to NEPA:

- a) ICE advises all offerors that, as part of the solicitation process, the offeror must provide information related to compliance with NEPA and all related laws and procedures as outlined in the DHS Directive 023-01 Revision 01 "Implementation of the National Environmental Policy Act" (or its most recent revision) and the associated instruction manual: DHS Instruction Manual 023-01-001-01 and Section J Attachment 16. The offeror must respond to the information and reporting request with the appropriate documentation and/ or studies if required. For more information on how these and other National Environmental Policy Act (NEPA) 42 U.S.C. 4321 compliance documents will figure into any evaluation for award, reference Section L and M of this solicitation.
- b) NEPA compliance must be fully documented and completed in order for ICE to give further consideration to any proposal resulting from this RFP.
- c) In certain instances, based on requirements listed in the RFP, a Phase I Environmental Site Assessment (ESA) may be required. If a Phase I ESA is required, the offeror will fund and provide a Phase I ESA report to ICE. The standard for the Phase I ESA is outlined by the American Society for Testing and Materials (ASTM) Designation E 1527-13, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process."

Any of the reports or studies from Items a-c above will be submitted by the offeror as separate stand-alone documents, not part of any Technical Proposal or Price Proposal submitted as part of any offer resulting from this solicitation. For more information on NEPA compliance: reference <http://www.epa.gov/compliance/nepa>.

2. Other Requirements

The successful awardee of any contract for detention space will remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The successful awardee of any contract for detention space will also comply with all applicable limitations and mitigation measures identified in any EA and FONSI, or EIS and ROD, prepared in conjunction with the contract pursuant to NEPA.

The successful awardee of any contract for detention space shall be responsible for and will indemnify and hold the Government harmless for any and all spills, releases, emissions, disposal, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the successful awardee will be considered the “owner and operator” for any facility utilized in the performance of the contract and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The successful awardee shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the successful awardee, its agent or designee, a detainee, visitors, or any third party.

If any spills or releases of any toxic or hazardous substance, any pollutant, or any waste into the environment occur, the successful awardee of any contract for detention space will immediately report the incident to the Contracting Officer’s Representative (COR), or other ICE-designated official as set out in the contract. The liability for any spill or release of such regulated substances rests solely with the successful awardee and its agent.

VIII. FOOD SERVICE

Manage Food Service Program in a Safe and Sanitary Environment

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal or planning for departure, or meals for detainees on certain travel routes (upon order by the ICE COR or designated official). Further, the Contractor shall provide detainee sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or designee.

At the COR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with PBNDS 2011, Standard 4.1 "Food Service."

All food service preparation resources (appliances, freezers, food preparation tables, coolers) must be in operating condition. Additionally, the Contractor's kitchen will be in operating condition at the commencement of the contract.

IX. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

B. Use of Government Wireless Communication Devices

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices,

are authorized to possess and use those items in all areas of the facility in which ICE detainees are present. Cellular, telephone, and wireless boosters shall be provided, installed, and maintained by the Contractor to ensure optimal service throughout the facility and ICE and/or DOJ administrative areas.

X. FIREARMS / BODY ARMOR

A. Firearms Requirements

The Contractor shall provide well maintained or new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to replacement employees throughout the life of the contract as long as the firearm is in serviceable condition. See Section J, Attachment 6, Interim ICE Firearms Policy.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated, and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency in accordance with State requirements.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of:

1. Ammunition Control Officer, and
2. Firearms Control Officer, per PBNDS 2011.

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 10, ICE Body Armor Policy.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally-owned body armor is not authorized.

XI. TRANSITION

A. Transition-In

The Contractor shall be responsible for the transition of all activities identified in this PWS. The Contractor's transition-in shall be accomplished as expeditiously as possible, with a maximum transition-in period of 60 days after contract award. The transition-in process shall not adversely impact the work being done by the outgoing Contractor. It shall be conducted in a manner consistent with safe operation requirements. The Contractor shall submit a final Transition-in Plan for approval by the Contracting Officer's Representative (COR) within two (2) weeks after award reflecting input from the COR as well as all necessary activities to facilitate the transition of services to the Contractor and expected completion dates of those activities. All activities must be completed during transition periods. The Transition-In Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all Government Furnished Equipment and Property (GFE/GFP);
- Transfer of documentation;
- Transfer of current project activities;
- Workplace logistics and staffing plan: Identification of the key personnel transition team members by name, position, EOD, clearance, start date, and responsibilities;
- Coordination of knowledge transfer sessions with the incumbent Contractor;
- Favorable EOD for all Contractor staff from the ICE Personnel Security Unit (PSU);
- Coordination of transition with COR and local field office;
- Any additional information required by other clauses contained in this contract.

The Transition-in Plan shall be approved by the COR and describe the Contractor's process for transitioning from the incumbent with no disruption in operational services.

B. Transition-Out

The Contractor shall be responsible for the transition-out of all technical activities identified in this PWS during the final, awarded period of performance. The Contractor shall submit the Transition-out Plan two (2) months prior to the completion of the period of performance of this

contract. The Contractor's Transition-out Plan shall be approved by the COR. The Contractor shall complete the transition by the end of the period of performance of this Task Order. The Transition-Out Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all GFE/GFP
- Briefing on all in-progress and committed items.
- Any additional information required by other clauses contained in this contract.

The Contractor shall fully support the transition of all requirements to any successor to ensure no disruption in operational services.



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

June 19, 2015

MEMORANDUM FOR: Assistant Directors
Deputy Assistant Directors
Field Office Directors
Deputy Field Office Directors
Assistant Field Office Directors
ICE Health Service Corps

FROM: Thomas Homan
Executive Associate Director

SUBJECT: Further Guidance Regarding the Care of Transgender Detainees

Purpose

This memorandum provides further guidance regarding the placement and care of transgender adult detainees in the custody of U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO).

Background

This guidance complements existing ICE detention standards, ICE Policy 11062.2: Sexual Abuse and Assault Prevention and Intervention (SAAPI) (May 22, 2014), and the requirements of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13,100 (Mar. 7, 2014), hereafter DHS PREA Standards. The security and safety of ERO employees, detainees, detention staff, and members of the public are paramount in the exercise of this guidance.

As in all cases, if an individual is not subject to the requirements of mandatory detention, Field Office Directors (FODs) should continue to consider whether the use of detention resources is warranted for a given individual and shall consider, on a case by case basis, all relevant factors in this determination, including whether an individual identifies as transgender. While the FODs may exercise prosecutorial discretion at any stage of an enforcement proceeding, it is generally preferable to exercise such discretion, if warranted, as early in the case or proceeding as possible.

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ICE ERO will provide a respectful, safe, and secure environment for all detainees, including those individuals who identify as transgender. Discrimination or harassment of any kind based on a detainee's actual or perceived sexual orientation or gender identity is strictly prohibited. Moreover, ICE ERO reaffirms its commitment to provide effective safeguards against sexual abuse and assault for all individuals detained in ERO custody.

1. Data Systems and Form I-213

- a. ERO Law Enforcement Systems and Analysis (LESA), in consultation and collaboration with other relevant ICE and ERO components, is directed to update, to the extent practicable, all appropriate data systems (including, but not limited to, EAGLE, EARM, and other systems that receive data from ERO-related data systems for statistical, medical, or other purposes) to: (1) capture a detainee's "Biological Sex" or "Sex" (See Attachment 1: Definitions) as Male, Female, Intersex, or Unknown (*Note: data systems should not use the category or header of "Gender" to capture and record a detainee's "Sex";* and (2) add a data field, which may be in the form of a check-box, to record if the detainee identifies as "Transgender." ERO LESA should also ensure that the identification of "Transgender" appears conspicuously on the Form I-213 "Record of Deportable/Inadmissible Alien" when printed.

2. Initial Processing

- a. During the initial processing of an individual taken into ERO custody, the FOD, or his/her designee, shall ensure ERO personnel record a detainee's "Biological Sex" or "Sex" as Male, Female, Intersex, or Unknown on the Form I-213 and within applicable data systems.
- b. In those circumstances during initial processing when a detainee: (1) self-identifies as transgender or otherwise identifies with a gender different from that which corresponds with his or her biological sex (e.g., a biological male who identifies as a woman); or (2) responds affirmatively during Risk Classification Assessment (RCA) module screening that he or she may be at an elevated risk in a detention setting because of his or her actual or perceived gender identity and/or gender expression, the FOD shall ensure ERO personnel ask if the detainee would like to formally disclose his or her gender identity.
- c. The following script is appropriate, but not required, for use by ERO personnel in these circumstances and should be communicated in a language and manner the detainee can understand:

Do you wish to disclose your gender identity (please note you are not required to disclose information about your gender identity which you are not comfortable sharing)?

If the detainee answers affirmatively, ERO personnel should then ask:

Do you identify as a man, a woman, or as transgender?

If the detainee indicates he or she self-identifies as transgender, or has a gender identity different from his or her biological sex, ERO personnel shall record the initial determination in the appropriate data systems.

- d. If the individual identifies that he or she is transgender, the same should also be noted on the Form I-213 and the Form I-213 should indicate any other information he or she disclosed related to his or her gender identity.
- e. When processing an individual who identifies as transgender, ERO personnel should be aware that he or she may:
 - i. Exhibit a gender expression (i.e., external and objective manifestations of gender, such as, but not limited to, one's preferred name, pronouns, clothing, makeup, haircut, behavior, voice, or body characteristics) that appear to indicate a gender different from the sex listed on the detainee's identity documentation.
 - ii. Carry official documentation, including medical documentation, recognized by ICE officials or a government entity (local, state, or federal) that indicates a gender identity different from the detainee's biological sex or lists the detainee's gender identity as transgender.
 - iii. Possess prescription medication (e.g., hormones), as verified by a qualified medical professional, that indicates a gender identity different from the detainee's biological sex.
- f. The detainee shall not be disciplined for refusing to answer any gender identity-related questions during processing, for not disclosing complete information in response to questions asked about gender identity, or for falsely reporting that he or she is not transgender.
- g. If at any time during initial processing ERO personnel determine additional privacy is needed to further address issues, questions, or answers referenced above with the detainee, the FOD, to the extent practicable, shall ensure ERO personnel make appropriate accommodations (such as using an office or unoccupied holding cell) to converse with the detainee in private.
- h. Pursuant to the DHS PREA Standards, the FOD shall ensure sensitive information, such as a detainee's gender identity, is not used to the detainee's detriment by ICE personnel or detention facility staff or other detainees, is not shared with other detainees, and is not shared with others who do not have a need to know the information.

- i. Pursuant to the DHS PREA Standards, searches shall be conducted in a professional and respectful manner, and in the least restrictive manner possible, consistent with security needs. At no time shall any search be conducted solely for the purpose of determining a detainee's biological sex.
3. Initial Placements
 - a. When a detainee identifies as transgender, ERO shall make individualized placement determinations to ensure the detainee's safety.
 - b. In determining the appropriateness of a facility to house the detainee, ERO should consider:
 - i. Facilities within the Field Office's Area of Responsibility (AOR) that have incorporated the "ICE Detention Facility Contract Modification for Transgender Care," (See Attachment 2) and, therefore, maintain a functioning Transgender Classification and Care Committee (TCCC);
 - ii. Facilities within the AOR that operate a Protective Custody Unit (PCU) for transgender detainees; or
 - iii. Facilities within the AOR that demonstrate best practices in the care of Lesbian, Gay, Bi-sexual, Transgender, or Intersex (LGBTI) detainees, to include, but not limited to: (1) the availability of medical personnel who have experience providing care and treatment to transgender detainees (to include the delivery of hormone therapy) and (2) detention facility staff who have received LGBTI Sensitivity and Awareness Training.
 - c. If placement into a facility described in Sections 3.b.i-iii above is not practicable, the FOD shall ensure the facility chosen for placement within his or her AOR is able to appropriately care for the individual. FODs are reminded that placement into segregation should occur only when necessary and in compliance with applicable detention standards. In particular, placement into administrative segregation due to a detainee's identification as transgender should be used only as a last resort and when no other temporary housing option exists. If the facility is unable to meet these requirements, or if the detainee expresses concerns regarding his or her placement or conditions of confinement, the FOD, in consultation with his or her Office of Chief Counsel, shall examine options for transfer of the detainee to a different facility. Attachment 3 lists DHS PREA and Performance Based National Detention Standards 2008 and 2011 (PBNDS) requirements related to transgender detainees.
4. Transfers: Transfers shall comply with ICE Policy 11022.1: [Detainee Transfers \(Jan. 4, 2012\)](#). In addition, FODs should consider any transfer request made by the detainee related to his or her transgender identification. Should FODs need guidance on initial placement or subsequent transfer decisions, they are encouraged to reach out to the National ERO LGBTI Coordinator and ERO Field Operations.

5. Care of Transgender Detainees in ICE Facilities: ERO Custody Management, in consultation and collaboration with other relevant ICE Directorates or Programs and components (including the Office of Acquisition Management and the Office of Detention Policy and Planning), will work with willing ICE service vendors to incorporate the model procedures outlined in Attachment 2, "ICE Detention Facility Contract Modification for Transgender Care" into facility contracts.

6. ERO LGBTI Field Liaisons

- a. Each ERO FOD shall designate a specially trained employee at the supervisory level to serve as an LGBTI Field Liaison¹. The LGBTI Field Liaison will regularly communicate with the National ERO LGBTI Coordinator (*See* section 7 below) and report to ERO Headquarters on the progress of implementing and maintaining the provisions of this memorandum. The LGBTI Field Liaison will also coordinate with the Prevention of Sexual Assault (PSA) Coordinator in his or her Field Office where their responsibilities and work overlap.
- b. In detention facilities that have adopted the "ICE Detention Facility Contract Modification for Transgender Care," the ERO LGBTI Field Liaison will be available to actively participate on the facility's TCCC.
- c. Each ERO LGBTI Field Liaison will also participate in all relevant training offered by ERO Headquarters on the subject of this memorandum.

7. National ERO LGBTI Coordinator

- a. ERO will designate a National LGBTI Coordinator. The National ERO LGBTI Coordinator will: (1) serve as the primary point of contact and subject matter expert for ERO regarding the care and treatment of LGBTI detainees in ERO custody; (2) evaluate information collected from EAGLE, EARM, RCA and other relevant ICE information technology systems regarding the care and custody of LGBTI detainees; (3) assist the field and ERO Headquarters Directorates in utilizing information about LGBTI detainees to help ensure compliance with the provisions of this memorandum; (4) continue to refine and deliver training on the provisions of this memorandum; and (5) coordinate with ICE's PSA Coordinator where their responsibilities and work overlap.
- b. The National ERO LGBTI Coordinator shall also organize and convene a standing working group to assess the implementation and maintenance of this memorandum, advise agency leadership on issues affecting LGBTI detainees in ERO custody, further explore best practices and strategies, and make additional recommendations when necessary. The standing working group should meet no less than quarterly and at a

¹ The ERO LGBTI Field Liaison selected by the FOD may also be the local field ERO Prevention of Sexual Assault (PSA) Coordinator or other HQs collateral duty assignment (e.g. Segregation Review Coordinator).

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minimum include members from ERO Custody Management, ERO Field Operations, ICE Health Service Corps, the ICE Office and Detention Policy and Planning, DHS Office for Civil Rights and Civil Liberties, and one or more ERO LGBTI Field Liaisons. The working group may also consult with outside stakeholders, including representatives of non-governmental organization and academic institutions, as appropriate.

- c. The National ERO LGBTI Coordinator shall assist in addressing public inquiries related to the care and custody of transgender detainees. Inquiries may be received from detained or non-detained individuals, their family members, attorneys or representatives, and advocacy groups, among others.
 - d. The National ERO LGBTI Coordinator shall also establish and maintain regular reporting mechanisms that pertain to the demographics of the transgender detainee population. The reports shall be reviewed and approved prior to any internal and/or external dissemination.
8. **Training:** As described above, the National ERO LGBTI Coordinator, in consultation with relevant ICE and ERO Headquarters Directorates, shall continue to refine and deliver training materials, to include the use of ICE's Virtual University, to assist FODs, ERO LGBTI Liaisons, and other relevant Field Office personnel in the implementation of this memorandum.

No Private Right of Action

This guidance is not intended to, does not, and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter.

Attachments

- 1. ICE Detention Facility Contract Modification for Transgender Care
- 2. PREA and PBNDS Requirements Related to Transgender Detainees
- 3. Definitions

**ATTACHMENT 1: ICE Detention Facility Contract Modification for
Transgender Care**

[_____(FACILITY)] will comply with the following requirements related to the care and custody of transgender detainees:

Transgender Care

- 1) *Intake:*** Upon arrival at the detention facility, intake personnel shall review the detainee's record and documentation. If the record indicates the detainee's gender identity differs from his/her biological sex, intake personnel shall only ask questions related to gender identity when such information is necessary to ensure the safety and security of other detainees and staff. In addition, the facility shall ensure that sensitive information, such as the detainee's gender identity, is not used to the detainee's detriment by facility personnel or other detainees.
 - a) Intake personnel shall accurately record the detainee as transgender. The detainee shall be treated as a protective custody detainee for the duration of the intake process.
 - b) The detainee shall be temporarily housed (i.e., in a location away from the general population, to include in a medical unit or protective custody) for no more than 72 hours (excluding weekends, holidays, and exigent circumstances) until classification, housing, and other needs can be assessed by a Transgender Classification and Care Committee as delineated below. In particular, placement into administrative segregation due to a detainee's identification as transgender should be used only as a last resort and when no other viable housing options exist.
- 2) *Transgender Classification and Care Committee***
 - a) The facility shall create and operate a Transgender Classification and Care Committee (TCCC).
 - b) In facilities **staffed** by the ICE Health Service Corps (IHSC):
 - i) The TCCC shall be comprised of a dedicated facility medical representative, facility mental health representative, a facility classification supervisor, the Enforcement and Removal Operations (ERO) Lesbian, Gay, Bisexual, Transgender, and Intersex (LGBTI) Field Liaison, and a supervisory representative designated by the Field Office Director (FOD) (the supervisory representative from the ERO FOD can be the ERO LGBTI Field Liaison).
 - ii) The TCCC may utilize remote forms of communication (i.e., phone or video-teleconference) to facilitate meetings and other activities.
 - c) For facilities **not staffed** by IHSC:

- i) The TCCC shall include the IHSC Field Medical Coordinator (FMC), in addition to a dedicated facility medical representative, a facility mental health representative, a facility classification supervisor, the ERO LGBTI Field Liaison, and a supervisory representative designated by the FOD (at the FOD's discretion, the supervisory representative can include the ERO LGBTI Field Liaison).
- d) The TCCC shall be chaired jointly by a representative from the facility and an ERO representative, preferably the ERO LGBTI Field Liaison.
- e) The facility staff members, including medical and mental health personnel, will have appropriate training and experience in working with transgender persons.

3) *Transgender Classification and Care Committee Determinations:*

- a) ***Meeting with the Detainee:*** In preparation for the TCCC meeting, the TCCC designated facility medical representative(s) shall meet with the detainee as soon as practicable after the detainee's arrival to the facility to gather information necessary to solicit the detainee's preferences and requests with regard to housing, searches,² and other matters. The ERO LGBTI Field Liaison may also participate in any meeting with the detainee. The communication between the TCCC representative(s) and the detainee shall be in a language and manner the detainee can understand and should be conducted using the TCCC Determination Question Guide provided at the conclusion of this document.
- b) ***Meeting of the TCCC:*** The TCCC shall meet and provide a classification assessment no later than 72 hours (excluding weekends, holidays, and emergencies) after the detainee's arrival to the facility to assess medical, psychological, housing, and other needs.
- c) ***Classification Assessment:*** As part of the transgender classification assessment, the TCCC shall, at a minimum, consider:
 - i) The detainee's self-identification;
 - ii) An assessment of the effect of possible placements on the detainee's health and safety, conducted by a medical or mental health professional (which may coincide with the full medical assessment done in accordance with the applicable ICE detention standards);
 - iii) The detainee's record and available documentation, including forms and notes from initial processing, medical/mental health records, booking records, identification documents, etc.; and

² Whenever practicable, the detainee's request should be honored but not to the detriment of the safety and security of the facility or facility staff.

- iv) Observations provided by medical or mental health representative(s), to include those based upon the latest Diagnostic and Statistical Manual of Mental Disorders (DSM) criteria for the diagnosis of Gender Dysphoria.
- d) **Detention Plan:** Once the TCCC determines the detainee's transgender classification, the TCCC shall construct an individualized Detention Plan for each transgender detainee. As part of its Detention Plan assessment, the TCCC shall, at a minimum, consider:
 - i) All records and prior assessments, including medical/mental health records, and an assessment of the effects of any housing placement on the detainee's health and safety that has been conducted by a medical or mental health professional;
 - ii) The detainee's preferences and requests;
 - iii) The detainee's self-assessment of his or her safety needs (i.e., does the detainee feel threatened or at risk of harm?);
 - iv) The detainee's documented criminal history and past and/or current behavior;
 - v) The TCCC's determination of the detainee's safety/security needs, including documented and self-reported history of sexual assault, victimization, or predatory behavior;
 - vi) The detainee's physical, medical, or mental health, or special needs;
 - vii) Privacy issues, including showers, single-cell sleeping arrangements, etc.;
 - viii) Available beds and/or housing;
 - ix) Whether the housing assignment would pose a safety risk to other detainees (*See* Section 3.e.ii "Safety, Security, and Privacy"); and
 - x) Effects of housing assignment on resources, including facility staff.
- e) **Requirements within the Detention Plan:** Consistent with existing ICE policy and detention standards, the individualized Detention Plan shall, at a minimum, contain the following requirements:
 - i) Housing Assignment: Options to include:
 - a. General housing consistent with the detainee's biological sex;
 - b. General housing consistent with the detainee's gender identity;
 - c. A protective custody unit; or
 - d. Medical or administrative segregation.

- ii) Safety, Security and Privacy: The TCCC shall address the safety, security, and privacy needs for both the transgender detainee and the general detention population when assessing the housing assignment. Discussion(s) may include guidance on appropriate staffing levels in the housing option assigned (e.g., single or shared cell, or dormitory housing).
- iii) Hygiene: Consistent with ICE detention standards, facility staff shall ensure that transgender detainees are able to maintain acceptable personal hygiene practices consistent with their gender identity and that ensure their safety. Transgender detainees shall be provided the opportunity to shower in a setting that ensures safety and privacy.
- iv) Clothing and Commissary: Transgender detainees will be provided undergarments consistent with their gender identity as assessed by the TCCC. Transgender detainees shall be issued standard detention attire consistent with their assigned housing unit. Transgender detainees shall also be allowed to possess or purchase through the commissary those hygiene and personal items that are consistent with their Detention Plan.
- v) Searches: As prescribed by standard 2.10 of ICE's 2011 *Performance-Based National Detention Standards (PBNDs)*, the transgender detainee's preference as to the gender of the officer that will perform any necessary pat-down and strip searches will be considered by the TCCC when drafting the Detention Plan and followed by detention facility staff accordingly. Also with regards to strip searches only, and pursuant to standard 2.10 of ICE's 2011 *PBNDs*, special care should be taken to ensure that transgender detainees are searched in private. Searches shall be conducted in a professional and respectful manner, and in the least restrictive manner possible, consistent with security needs. Pursuant to DHS PREA Standards, at no time shall any search be conducted solely for the purpose of determining a detainee's biological sex. Requests for transgender detainees to remove appearance related items such as prosthetics, clothing that conveys gender identity, wigs, and cosmetics shall be consistent with requirements for the removal of similar items for other non-transgender detainees. All strip searches shall be documented.
- vi) Staff Communication: Detention facility staff shall refer to transgender detainees by their preferred pronouns.
- vii) Medical Care: Pursuant to existing ICE detention standards, transgender detainees who were already receiving hormone therapy when taken into ICE custody shall have continued access to hormone therapy; those who have not yet begun treatment will be assessed and treated, if deemed medically necessary and safe in the context of their other medical conditions. All transgender detainees shall have access to continued mental health care and other transgender-related health care based on medical need. Medical care for transgender detainees shall be provided by qualified

and appropriate medical professionals and administered pursuant to the applicable ICE detention standards.

- f) **Decision:** The TCCC will attempt to reach consensus on all decisions.
 - i) The TCCC shall retain summary notes of each meeting to document persons attending and conclusions reached. A copy of the notes shall be placed in the detainee's detention file.
 - ii) Absent extraordinary circumstances, a written Detention Plan by the TCCC for the detainee, including housing assignment, shall be forwarded to the facility classification supervisor within 72 hours (excluding weekends, holidays, and emergencies) of the detainee's arrival at the facility, and maintained in the detainee's detention file; a copy of the plan and housing assignment shall also be provided to the detainee.
- g) **Implementation of Detention Plan:** The classification supervisor shall notify line staff of the TCCC's Detention Plan and housing assignment decision.
 - i) Detention facility staff shall follow the Detention Plan outlined by the TCCC. If a detention facility staff member identifies a safety or security risk posed by the TCCC's plan, the staff member must inform the TCCC directly, or must notify his/her supervisor as soon as practicable, and that supervisor must notify the TCCC. The TCCC shall review the case and make adjustments to the Detention Plan, if necessary, within 72 hours (excluding weekends, holidays, and emergencies) of receiving notification.
 - ii) In the case of an immediate threat to the safety or security of the transgender detainee or others, the detention facility staff may make a temporary change(s) to the TCCC's plan (to include housing assignment), but should notify the TCCC as soon as possible. Only the TCCC can approve permanent change(s) to the Detention Plan.
- h) **Reassessment:** The TCCC shall reassess a transgender detainee's Detention Plan and housing assignment after 30 days following the initial determination and then every 60 days thereafter or at any other time if additional relevant information becomes known, or following any incident of victimization or threats to safety experienced by the detainee. As part of its reassessment, the TCCC shall, at a minimum, consider:
 - i) Changes in the transgender detainee's housing preferences;
 - ii) Variations in the detainee's medical and/or mental health status;
 - iii) Safety/security of the detainee, other detainees, and/or facility staff;

- iv) Any threats to safety experienced by the detainee;
- v) Continued availability of housing; and
- vi) The detention facility's documented concerns.

TCCC Determination Questions Guide

In preparation for the TCCC meeting, the designated facility medical representative(s), shall meet with the detainee no later than 72 hours (excluding weekends, holidays, and emergencies) after the detainee's arrival to the facility to gather information necessary to verify the transgender classification, and to solicit detainee's preferences and requests with regards to housing, searches, and other matters. The ERO LGBTI Field Liaison may also participate in any meeting with the detainee. The following questions are provided to assist in this initial meeting, but may be used in other settings as deemed appropriate.

1) Do you identify as transgender?

IF YES to #1, then proceed to ask the following questions:

Name

2) Do you go by or use any other name(s) or aliases?

3) What pronoun(s) do you prefer others use to refer to you?

Medical Issues

4) Prior to coming here, were you taking any hormonal medications?

- a. If yes, what were they?
- b. How often were you taking them?
- c. Were these prescribed by a doctor?

Hygiene and Grooming

5) Do you prefer to wear male or female clothing?

6) Are there any specific clothing items (e.g., undergarments) that you need that have not been provided?

7) Are there any specific personal hygiene items that you need that have not been provided?

Housing

8) Do you feel you are at risk for your safety based on your gender identity?

- a. Would you feel safer being housed with men or women?
- b. Would you feel safer being housed with transgender women or men?
- c. Would you feel safer being housed in a cell with someone else or by yourself?

Programming

9) Do you feel comfortable being around male and female detainees during recreation, organized programs, or other types of group activities?

- a. If not, would you prefer to be separated from males or females?
- b. Do you feel you require complete separation, or would specific types of safeguards (e.g., sight or sound separation, staff escort) address your concern(s)?

Searches

10) Do you have a preference for whether a male or female staff member searches you? If so, which would you prefer?

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Other

- 11) Is there anything else we should know about you related to being transgender—any particular concerns?
- 12) Are there any other specific precautions and/or accommodations you think you would like to have to ensure your safety and welfare while at this facility?

**ATTACHMENT 2:
PREA and PBNDS Requirements Related To Transgender Detainees**

Pursuant to Section 3(e) of this memorandum, applicable requirements from ICE detention standards and the DHS PREA Standards include:

a) Classification and Housing

- i) At facilities governed by the DHS PREA Standards or PBNDS 2011, facility staff must consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety, when making classification and housing decisions for transgender or intersex detainees. A medical or mental health professional must be consulted as soon as practicable on this assessment. The facility may not base placement decisions solely on identity documents or the physical anatomy of the detainee; rather, a detainee's self-identification and self-assessment of safety needs must always be taken into consideration as well.
- ii) At facilities governed by PBNDS 2008 or NDS, and which use ICE's Detainee Classification System, facility staff must take into consideration and document whether a detainee requires protective custody to ensure his/her safety and well-being, such as because of perceived or actual sexual orientation or gender identity.

b) Showering and Privacy

- i) At facilities governed by the DHS PREA Standards, transgender and intersex detainees must be given the opportunity to shower separately from other detainees when operationally feasible.
- ii) At facilities governed by PBNDS 2011 or PBNDS 2008, transgender detainees must be provided with a reasonably private environment for bathing and toilet facilities, in accordance with safety and security needs.

c) Personal Hygiene and Grooming

- i) The detention standards do not restrict the provision of gender appropriate clothing. In general, brassieres should be provided to individuals who request them, as appropriate.
- ii) At facilities governed by PBNDS 2011 or PBNDS 2008, transgender detainees should be allowed freedom in personal grooming, and access to commissary items (including those appropriate for the detainee's identified gender) absent a valid safety, security, or medical concern that is fully justified and documented.

d) Medical Care

- i) At facilities governed by PBNDS 2011, initial medical screening must inquire into a transgender detainee's gender self-identification and history of transition-related care. Transgender detainees who were already receiving hormone therapy when taken into ICE custody shall be provided continued access, and all transgender detainees must have access to mental health care and other transgender-related health care and medication (such as hormone therapy) based on medical need. Treatment must follow accepted guidelines regarding medically necessary transition-related care.

ATTACHMENT 3: Definitions

The following definitions apply for purposes of this memorandum only:

1. **Biological Sex.** An individual's biological status as either male or female, typically assigned at birth, and associated primarily with physical attributes such as chromosomes, hormone prevalence, and external and internal anatomy.
2. **Detainee.** An individual detained in ERO custody.
3. **Detention Plan.** A plan for a transgender detainee, constructed by the Transgender Classification and Care Committee at an ICE detention facility with instructions for how to address issues including, but not limited to, housing, clothing, showering, grooming, name and pronoun use, recreation, programming, escort, transportation, searches, privacy, etc.
4. **Diagnostic and Statistical Manual of Mental Disorders (DSM).** The standard classification of mental disorders used by mental health professionals in the United States as published by the American Psychiatric Association. DSM-5 (Fifth Edition) is the most current edition of the drafting of this guidance.
5. **Gender Affirming Surgery.** Surgical alteration of male or female genitals, or the reshaping, by any surgical procedure, of a male body into a body with female appearance, or vice versa. Also referred to as "sex reassignment surgery (SRS)," "gender reassignment surgery (GRS)," or by other names. Note: gender affirming surgery is the preferred name.
6. **Gender Dysphoria.** Medical diagnosis in the American Psychiatric Association's DSM-5 that describes the distress that may accompany the incongruence between an individual's experienced or expressed gender and the individual's biological sex. This was previously known as Gender Identity Disorder.
7. **Gender Expression.** The ways in which an individual communicates/displays his/her gender identity to others; a combination of appearance, demeanor, and behavior.
8. **Gender Identity.** An individual's internal sense of being a man, woman, or another gender. It is not necessarily based on the individual's biological sex or on the individual's sexual orientation. Because gender identity is internal, it is not necessarily visible to others, but may be externally manifested in the individual's appearance, behavior, demeanor or other aspects of the individual's life.
9. **Gender Non-Conforming.** Having an appearance or manner that does not conform to traditional societal gender expectations.
10. **Intersex.** Having sexual or reproductive anatomy or chromosomal pattern that do not

seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

11. **LGBTI.** The acronym for Lesbian, Gay, Bisexual, Transgender, and Intersex.
12. **Sexual Orientation.** A pattern of romantic, emotional, physical, and/or sexual attraction towards members of the same, opposite, or both sexes. Includes homosexuality, heterosexuality, and bisexuality.
13. **Transgender.** A person whose gender identity (i.e., internal sense of feeling male or female) is different from the sex assigned to the person at birth.
14. **Transgender Classification and Care Committee (TCCC).** The detention facility committee that gathers information and assesses the gender identity of the detainee, and produces and regularly assesses a Detention Plan for a transgender detainee.
15. **Transgender man.** An individual who is a biological female and has a gender identity as a man.
16. **Transgender woman.** An individual who is a biological male and has a gender identity as a woman.
17. **Transition.** The process by which an individual changes his/her gender from that assigned at birth to one with which he/she now identifies. This may include making personal, legal, and medical changes to his/her gender, such as changing his/her name and/or gender on legal documents; undergoing hormone therapy; and/or undergoing one or more forms of surgery.

"REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR	
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
Daniel W. Simms	Wage Determination No.: 2015-5291
Director	Revision No.: 17
Division of	Date Of Last Revision: 05/26/2021
Wage Determinations	

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Frio

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.78
01012 - Accounting Clerk II		18.83
01013 - Accounting Clerk III		21.07
01020 - Administrative Assistant		21.69
01035 - Court Reporter		17.05
01041 - Customer Service Representative I		13.95
01042 - Customer Service Representative II		15.70
01043 - Customer Service Representative III		17.13
01051 - Data Entry Operator I		13.57
01052 - Data Entry Operator II		14.81
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.57
01090 - Duplicating Machine Operator		13.57
01111 - General Clerk I		14.90
01112 - General Clerk II		16.26
01113 - General Clerk III		18.26
01120 - Housing Referral Assistant		19.00
01141 - Messenger Courier		13.82
01191 - Order Clerk I		14.41
01192 - Order Clerk II		15.72
01261 - Personnel Assistant (Employment) I		16.16
01262 - Personnel Assistant (Employment) II		18.09
01263 - Personnel Assistant (Employment) III		20.16
01270 - Production Control Clerk		20.48
01290 - Rental Clerk		13.77
01300 - Scheduler Maintenance		15.23
01311 - Secretary I		15.23
01312 - Secretary II		17.05
01313 - Secretary III		19.00

01320 - Service Order Dispatcher	15.55
01410 - Supply Technician	21.69
01420 - Survey Worker	14.74
01460 - Switchboard Operator/Receptionist	13.03
01531 - Travel Clerk I	13.18
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	14.49
01611 - Word Processor I	13.57
01612 - Word Processor II	15.23
01613 - Word Processor III	17.05
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.05
05010 - Automotive Electrician	20.80
05040 - Automotive Glass Installer	19.44
05070 - Automotive Worker	19.44
05110 - Mobile Equipment Servicer	16.77
05130 - Motor Equipment Metal Mechanic	22.05
05160 - Motor Equipment Metal Worker	19.44
05190 - Motor Vehicle Mechanic	22.05
05220 - Motor Vehicle Mechanic Helper	15.43
05250 - Motor Vehicle Upholstery Worker	18.09
05280 - Motor Vehicle Wrecker	19.44
05310 - Painter Automotive	20.80
05340 - Radiator Repair Specialist	19.44
05370 - Tire Repairer	13.86
05400 - Transmission Repair Specialist	22.05
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.72
07041 - Cook I	11.29
07042 - Cook II	13.09
07070 - Dishwasher	9.51
07130 - Food Service Worker	9.97
07210 - Meat Cutter	15.18
07260 - Waiter/Waitress	9.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.25
09040 - Furniture Handler	12.11
09080 - Furniture Refinisher	19.77
09090 - Furniture Refinisher Helper	14.67
09110 - Furniture Repairer Minor	17.19
09130 - Upholsterer	19.59
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.67
11060 - Elevator Operator	11.18
11090 - Gardener	18.88
11122 - Housekeeping Aide	11.18
11150 - Janitor	11.18
11210 - Laborer Grounds Maintenance	14.35
11240 - Maid or Houseman	9.78
11260 - Pruner	12.83
11270 - Tractor Operator	17.37
11330 - Trail Maintenance Worker	14.35
11360 - Window Cleaner	12.51
12000 - Health Occupations	
12010 - Ambulance Driver	17.28
12011 - Breath Alcohol Technician	19.94
12012 - Certified Occupational Therapist Assistant	33.49
12015 - Certified Physical Therapist Assistant	30.60
12020 - Dental Assistant	17.88
12025 - Dental Hygienist	40.65
12030 - EKG Technician	32.28
12035 - Electroneurodiagnostic Technologist	32.28
12040 - Emergency Medical Technician	17.28
12071 - Licensed Practical Nurse I	17.84
12072 - Licensed Practical Nurse II	19.94

12073 - Licensed Practical Nurse III	22.23
12100 - Medical Assistant	13.85
12130 - Medical Laboratory Technician	23.48
12160 - Medical Record Clerk	15.04
12190 - Medical Record Technician	16.82
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	43.83
12221 - Nursing Assistant I	12.03
12222 - Nursing Assistant II	13.52
12223 - Nursing Assistant III	14.75
12224 - Nursing Assistant IV	16.57
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.27
12305 - Radiologic Technologist	27.71
12311 - Registered Nurse I	27.00
12312 - Registered Nurse II	33.03
12313 - Registered Nurse II Specialist	33.03
12314 - Registered Nurse III	39.97
12315 - Registered Nurse III Anesthetist	39.97
12316 - Registered Nurse IV	47.90
12317 - Scheduler (Drug and Alcohol Testing)	24.71
12320 - Substance Abuse Treatment Counselor	21.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38
13042 - Illustrator II	21.54
13043 - Illustrator III	26.37
13047 - Librarian	23.88
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	21.54
13058 - Library Technician	14.17
13061 - Media Specialist I	15.55
13062 - Media Specialist II	17.38
13063 - Media Specialist III	19.39
13071 - Photographer I	15.55
13072 - Photographer II	17.38
13073 - Photographer III	21.54
13074 - Photographer IV	26.34
13075 - Photographer V	31.88
13090 - Technical Order Library Clerk	16.82
13110 - Video Teleconference Technician	15.65
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	18.73
14044 - Computer Operator IV	20.90
14045 - Computer Operator V	21.80
14071 - Computer Programmer I	(see 1) 20.83
14072 - Computer Programmer II	(see 1) 25.80
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	14.98
14160 - Personal Computer Support Technician	20.90
14170 - System Support Specialist	22.88
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.36
15020 - Aircrew Training Devices Instructor (Rated)	37.96

15030 - Air Crew Training Devices Instructor (Pilot)	45.50
15050 - Computer Based Training Specialist / Instructor	31.36
15060 - Educational Technologist	31.90
15070 - Flight Instructor (Pilot)	45.50
15080 - Graphic Artist	19.83
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.50
15086 - Maintenance Test Pilot Rotary Wing	45.50
15088 - Non-Maintenance Test/Co-Pilot	45.50
15090 - Technical Instructor	19.50
15095 - Technical Instructor/Course Developer	23.62
15110 - Test Proctor	15.01
15120 - Tutor	15.01
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.03
16030 - Counter Attendant	10.03
16040 - Dry Cleaner	12.17
16070 - Finisher Flatwork Machine	10.03
16090 - Presser Hand	10.03
16110 - Presser Machine Drycleaning	10.03
16130 - Presser Machine Shirts	10.03
16160 - Presser Machine Wearing Apparel Laundry	10.03
16190 - Sewing Machine Operator	12.86
16220 - Tailor	13.48
16250 - Washer Machine	10.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.84
19040 - Tool And Die Maker	25.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	20.48
21040 - Material Expediter	20.48
21050 - Material Handling Laborer	13.50
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	15.66
21130 - Shipping/Receiving Clerk	15.66
21140 - Store Worker I	11.95
21150 - Stock Clerk	16.66
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23019 - Aircraft Logs and Records Technician	18.62
23021 - Aircraft Mechanic I	22.69
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	25.15
23040 - Aircraft Mechanic Helper	15.89
23050 - Aircraft Painter	21.40
23060 - Aircraft Servicer	18.62
23070 - Aircraft Survival Flight Equipment Technician	21.40
23080 - Aircraft Worker	20.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.01
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.69
23110 - Appliance Mechanic	20.35
23120 - Bicycle Repairer	16.41
23125 - Cable Splicer	28.48
23130 - Carpenter Maintenance	16.91
23140 - Carpet Layer	19.02
23160 - Electrician Maintenance	24.23
23181 - Electronics Technician Maintenance I	24.65
23182 - Electronics Technician Maintenance II	27.38
23183 - Electronics Technician Maintenance III	29.03
23260 - Fabric Worker	17.70

23290 - Fire Alarm System Mechanic	21.58
23310 - Fire Extinguisher Repairer	16.41
23311 - Fuel Distribution System Mechanic	18.21
23312 - Fuel Distribution System Operator	13.85
23370 - General Maintenance Worker	16.18
23380 - Ground Support Equipment Mechanic	22.69
23381 - Ground Support Equipment Servicer	18.62
23382 - Ground Support Equipment Worker	20.01
23391 - Gunsmith I	16.41
23392 - Gunsmith II	19.02
23393 - Gunsmith III	21.58
23410 - Heating Ventilation And Air-Conditioning Mechanic	18.05
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.98
23430 - Heavy Equipment Mechanic	23.25
23440 - Heavy Equipment Operator	18.74
23460 - Instrument Mechanic	21.58
23465 - Laboratory/Shelter Mechanic	20.35
23470 - Laborer	13.50
23510 - Locksmith	20.35
23530 - Machinery Maintenance Mechanic	23.54
23550 - Machinist Maintenance	21.04
23580 - Maintenance Trades Helper	14.11
23591 - Metrology Technician I	21.58
23592 - Metrology Technician II	22.74
23593 - Metrology Technician III	23.92
23640 - Millwright	22.77
23710 - Office Appliance Repairer	20.35
23760 - Painter Maintenance	17.87
23790 - Pipefitter Maintenance	21.31
23810 - Plumber Maintenance	20.74
23820 - Pneudraulic Systems Mechanic	21.58
23850 - Rigger	21.58
23870 - Scale Mechanic	19.02
23890 - Sheet-Metal Worker Maintenance	20.54
23910 - Small Engine Mechanic	19.64
23931 - Telecommunications Mechanic I	28.92
23932 - Telecommunications Mechanic II	30.48
23950 - Telephone Lineman	25.08
23960 - Welder Combination Maintenance	19.79
23965 - Well Driller	20.86
23970 - Woodcraft Worker	21.58
23980 - Woodworker	16.41
24000 - Personal Needs Occupations	
24550 - Case Manager	14.85
24570 - Child Care Attendant	9.46
24580 - Child Care Center Clerk	11.80
24610 - Chore Aide	10.31
24620 - Family Readiness And Support Services Coordinator	14.85
24630 - Homemaker	14.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.66
25040 - Sewage Plant Operator	18.94
25070 - Stationary Engineer	24.66
25190 - Ventilation Equipment Tender	17.26
25210 - Water Treatment Plant Operator	18.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.80
27007 - Baggage Inspector	14.54
27008 - Corrections Officer	20.46
27010 - Court Security Officer	20.47
27030 - Detection Dog Handler	16.26
27040 - Detention Officer	20.46

27070 - Firefighter	17.58
27101 - Guard I	14.54
27102 - Guard II	16.26
27131 - Police Officer I	23.59
27132 - Police Officer II	26.22
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.30
28042 - Carnival Equipment Repairer	14.45
28043 - Carnival Worker	9.82
28210 - Gate Attendant/Gate Tender	12.83
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.35
28510 - Recreation Aide/Health Facility Attendant	10.47
28515 - Recreation Specialist	17.50
28630 - Sports Official	11.43
28690 - Swimming Pool Operator	16.76
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.03
29020 - Hatch Tender	21.03
29030 - Line Handler	21.03
29041 - Stevedore I	19.65
29042 - Stevedore II	22.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	46.32
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.94
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	35.18
30021 - Archeological Technician I	20.76
30022 - Archeological Technician II	23.22
30023 - Archeological Technician III	28.76
30030 - Cartographic Technician	28.76
30040 - Civil Engineering Technician	18.63
30051 - Cryogenic Technician I	31.86
30052 - Cryogenic Technician II	35.19
30061 - Drafter/CAD Operator I	20.76
30062 - Drafter/CAD Operator II	23.22
30063 - Drafter/CAD Operator III	25.88
30064 - Drafter/CAD Operator IV	31.86
30081 - Engineering Technician I	16.37
30082 - Engineering Technician II	18.39
30083 - Engineering Technician III	20.56
30084 - Engineering Technician IV	25.47
30085 - Engineering Technician V	31.16
30086 - Engineering Technician VI	37.71
30090 - Environmental Technician	28.74
30095 - Evidence Control Specialist	28.76
30210 - Laboratory Technician	22.80
30221 - Latent Fingerprint Technician I	31.86
30222 - Latent Fingerprint Technician II	35.19
30240 - Mathematical Technician	28.76
30361 - Paralegal/Legal Assistant I	17.97
30362 - Paralegal/Legal Assistant II	22.26
30363 - Paralegal/Legal Assistant III	27.23
30364 - Paralegal/Legal Assistant IV	32.93
30375 - Petroleum Supply Specialist	35.19
30390 - Photo-Optics Technician	23.40
30395 - Radiation Control Technician	35.19
30461 - Technical Writer I	28.76
30462 - Technical Writer II	35.19
30463 - Technical Writer III	42.57
30491 - Unexploded Ordnance (UXO) Technician I	29.44
30492 - Unexploded Ordnance (UXO) Technician II	35.62
30493 - Unexploded Ordnance (UXO) Technician III	42.69
30494 - Unexploded (UXO) Safety Escort	29.44
30495 - Unexploded (UXO) Sweep Personnel	29.44
30501 - Weather Forecaster I	31.86

30502 - Weather Forecaster II	38.75
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.88
30621 - Weather Observer Senior	(see 2) 28.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.62
31020 - Bus Aide	11.29
31030 - Bus Driver	16.56
31043 - Driver Courier	14.33
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	15.57
31310 - Taxi Driver	11.80
31361 - Truckdriver Light	15.57
31362 - Truckdriver Medium	16.79
31363 - Truckdriver Heavy	18.94
31364 - Truckdriver Tractor-Trailer	18.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.37
99030 - Cashier	11.05
99050 - Desk Clerk	10.52
99095 - Embalmer	30.45
99130 - Flight Follower	29.44
99251 - Laboratory Animal Caretaker I	15.08
99252 - Laboratory Animal Caretaker II	15.83
99260 - Marketing Analyst	33.05
99310 - Mortician	30.45
99410 - Pest Controller	22.57
99510 - Photofinishing Worker	15.47
99710 - Recycling Laborer	17.25
99711 - Recycling Specialist	20.88
99730 - Refuse Collector	16.10
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.82
99830 - Survey Party Chief	26.03
99831 - Surveying Aide	17.69
99832 - Surveying Technician	21.77
99840 - Vending Machine Attendant	18.22
99841 - Vending Machine Repairer	21.52
99842 - Vending Machine Repairer Helper	18.22

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: \$4.54 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 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

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

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

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

"REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR	
THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION	
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
Daniel W. Simms	Wage Determination No.: 2015-5291
Director	Revision No.: 18
Division of	Date Of Last Revision: 07/21/2021
Wage Determinations	

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Frio

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.78
01012 - Accounting Clerk II		18.83
01013 - Accounting Clerk III		21.07
01020 - Administrative Assistant		21.69
01035 - Court Reporter		17.05
01041 - Customer Service Representative I		13.95
01042 - Customer Service Representative II		15.70
01043 - Customer Service Representative III		17.13
01051 - Data Entry Operator I		13.57
01052 - Data Entry Operator II		14.81
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.57
01090 - Duplicating Machine Operator		13.57
01111 - General Clerk I		14.90
01112 - General Clerk II		16.26
01113 - General Clerk III		18.26
01120 - Housing Referral Assistant		19.00
01141 - Messenger Courier		13.82
01191 - Order Clerk I		14.41
01192 - Order Clerk II		15.72
01261 - Personnel Assistant (Employment) I		16.16
01262 - Personnel Assistant (Employment) II		18.09
01263 - Personnel Assistant (Employment) III		20.16
01270 - Production Control Clerk		20.48
01290 - Rental Clerk		13.77
01300 - Scheduler Maintenance		15.23
01311 - Secretary I		15.23
01312 - Secretary II		17.05
01313 - Secretary III		19.00

01320 - Service Order Dispatcher	15.55
01410 - Supply Technician	21.69
01420 - Survey Worker	14.74
01460 - Switchboard Operator/Receptionist	13.03
01531 - Travel Clerk I	13.18
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	14.49
01611 - Word Processor I	13.57
01612 - Word Processor II	15.23
01613 - Word Processor III	17.05
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.05
05010 - Automotive Electrician	20.80
05040 - Automotive Glass Installer	19.44
05070 - Automotive Worker	19.44
05110 - Mobile Equipment Servicer	16.77
05130 - Motor Equipment Metal Mechanic	22.05
05160 - Motor Equipment Metal Worker	19.44
05190 - Motor Vehicle Mechanic	22.05
05220 - Motor Vehicle Mechanic Helper	15.43
05250 - Motor Vehicle Upholstery Worker	18.09
05280 - Motor Vehicle Wrecker	19.44
05310 - Painter Automotive	20.80
05340 - Radiator Repair Specialist	19.44
05370 - Tire Repairer	13.86
05400 - Transmission Repair Specialist	22.05
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.72
07041 - Cook I	11.29
07042 - Cook II	13.09
07070 - Dishwasher	9.51
07130 - Food Service Worker	9.97
07210 - Meat Cutter	15.18
07260 - Waiter/Waitress	9.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.25
09040 - Furniture Handler	12.11
09080 - Furniture Refinisher	19.77
09090 - Furniture Refinisher Helper	14.67
09110 - Furniture Repairer Minor	17.19
09130 - Upholsterer	19.59
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.67
11060 - Elevator Operator	11.18
11090 - Gardener	18.88
11122 - Housekeeping Aide	11.18
11150 - Janitor	11.18
11210 - Laborer Grounds Maintenance	14.35
11240 - Maid or Houseman	9.78
11260 - Pruner	12.83
11270 - Tractor Operator	17.37
11330 - Trail Maintenance Worker	14.35
11360 - Window Cleaner	12.51
12000 - Health Occupations	
12010 - Ambulance Driver	17.28
12011 - Breath Alcohol Technician	19.94
12012 - Certified Occupational Therapist Assistant	33.49
12015 - Certified Physical Therapist Assistant	30.60
12020 - Dental Assistant	17.88
12025 - Dental Hygienist	40.65
12030 - EKG Technician	32.28
12035 - Electroneurodiagnostic Technologist	32.28
12040 - Emergency Medical Technician	17.28
12071 - Licensed Practical Nurse I	17.84
12072 - Licensed Practical Nurse II	19.94

12073 - Licensed Practical Nurse III	22.23
12100 - Medical Assistant	13.85
12130 - Medical Laboratory Technician	23.48
12160 - Medical Record Clerk	15.04
12190 - Medical Record Technician	16.82
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	43.83
12221 - Nursing Assistant I	12.03
12222 - Nursing Assistant II	13.52
12223 - Nursing Assistant III	14.75
12224 - Nursing Assistant IV	16.57
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.27
12305 - Radiologic Technologist	27.71
12311 - Registered Nurse I	27.00
12312 - Registered Nurse II	33.03
12313 - Registered Nurse II Specialist	33.03
12314 - Registered Nurse III	39.97
12315 - Registered Nurse III Anesthetist	39.97
12316 - Registered Nurse IV	47.90
12317 - Scheduler (Drug and Alcohol Testing)	24.71
12320 - Substance Abuse Treatment Counselor	21.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38
13042 - Illustrator II	21.54
13043 - Illustrator III	26.37
13047 - Librarian	23.88
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	21.54
13058 - Library Technician	14.17
13061 - Media Specialist I	15.55
13062 - Media Specialist II	17.38
13063 - Media Specialist III	19.39
13071 - Photographer I	15.55
13072 - Photographer II	17.38
13073 - Photographer III	21.54
13074 - Photographer IV	26.34
13075 - Photographer V	31.88
13090 - Technical Order Library Clerk	16.82
13110 - Video Teleconference Technician	15.65
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	18.73
14044 - Computer Operator IV	20.90
14045 - Computer Operator V	21.80
14071 - Computer Programmer I	(see 1) 20.83
14072 - Computer Programmer II	(see 1) 25.80
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	14.98
14160 - Personal Computer Support Technician	20.90
14170 - System Support Specialist	22.88
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.36
15020 - Aircrew Training Devices Instructor (Rated)	37.96

15030 - Air Crew Training Devices Instructor (Pilot)	45.50
15050 - Computer Based Training Specialist / Instructor	31.36
15060 - Educational Technologist	31.90
15070 - Flight Instructor (Pilot)	45.50
15080 - Graphic Artist	19.83
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.50
15086 - Maintenance Test Pilot Rotary Wing	45.50
15088 - Non-Maintenance Test/Co-Pilot	45.50
15090 - Technical Instructor	19.50
15095 - Technical Instructor/Course Developer	23.62
15110 - Test Proctor	15.01
15120 - Tutor	15.01
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.03
16030 - Counter Attendant	10.03
16040 - Dry Cleaner	12.17
16070 - Finisher Flatwork Machine	10.03
16090 - Presser Hand	10.03
16110 - Presser Machine Drycleaning	10.03
16130 - Presser Machine Shirts	10.03
16160 - Presser Machine Wearing Apparel Laundry	10.03
16190 - Sewing Machine Operator	12.86
16220 - Tailor	13.48
16250 - Washer Machine	10.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.84
19040 - Tool And Die Maker	25.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	20.48
21040 - Material Expediter	20.48
21050 - Material Handling Laborer	13.50
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	15.66
21130 - Shipping/Receiving Clerk	15.66
21140 - Store Worker I	11.95
21150 - Stock Clerk	16.66
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23019 - Aircraft Logs and Records Technician	18.62
23021 - Aircraft Mechanic I	22.69
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	25.15
23040 - Aircraft Mechanic Helper	15.89
23050 - Aircraft Painter	21.40
23060 - Aircraft Servicer	18.62
23070 - Aircraft Survival Flight Equipment Technician	21.40
23080 - Aircraft Worker	20.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.01
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.69
23110 - Appliance Mechanic	20.35
23120 - Bicycle Repairer	16.41
23125 - Cable Splicer	28.48
23130 - Carpenter Maintenance	16.91
23140 - Carpet Layer	19.02
23160 - Electrician Maintenance	24.23
23181 - Electronics Technician Maintenance I	24.65
23182 - Electronics Technician Maintenance II	27.38
23183 - Electronics Technician Maintenance III	29.03
23260 - Fabric Worker	17.70

23290 - Fire Alarm System Mechanic	21.58
23310 - Fire Extinguisher Repairer	16.41
23311 - Fuel Distribution System Mechanic	18.21
23312 - Fuel Distribution System Operator	13.85
23370 - General Maintenance Worker	16.18
23380 - Ground Support Equipment Mechanic	22.69
23381 - Ground Support Equipment Servicer	18.62
23382 - Ground Support Equipment Worker	20.01
23391 - Gunsmith I	16.41
23392 - Gunsmith II	19.02
23393 - Gunsmith III	21.58
23410 - Heating Ventilation And Air-Conditioning Mechanic	18.05
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.98
23430 - Heavy Equipment Mechanic	23.25
23440 - Heavy Equipment Operator	18.74
23460 - Instrument Mechanic	21.58
23465 - Laboratory/Shelter Mechanic	20.35
23470 - Laborer	13.50
23510 - Locksmith	20.35
23530 - Machinery Maintenance Mechanic	23.54
23550 - Machinist Maintenance	21.04
23580 - Maintenance Trades Helper	14.11
23591 - Metrology Technician I	21.58
23592 - Metrology Technician II	22.74
23593 - Metrology Technician III	23.92
23640 - Millwright	22.77
23710 - Office Appliance Repairer	20.35
23760 - Painter Maintenance	17.87
23790 - Pipefitter Maintenance	21.31
23810 - Plumber Maintenance	20.74
23820 - Pneudraulic Systems Mechanic	21.58
23850 - Rigger	21.58
23870 - Scale Mechanic	19.02
23890 - Sheet-Metal Worker Maintenance	20.54
23910 - Small Engine Mechanic	19.64
23931 - Telecommunications Mechanic I	28.92
23932 - Telecommunications Mechanic II	30.48
23950 - Telephone Lineman	25.08
23960 - Welder Combination Maintenance	19.79
23965 - Well Driller	20.86
23970 - Woodcraft Worker	21.58
23980 - Woodworker	16.41
24000 - Personal Needs Occupations	
24550 - Case Manager	14.85
24570 - Child Care Attendant	9.46
24580 - Child Care Center Clerk	11.80
24610 - Chore Aide	10.31
24620 - Family Readiness And Support Services Coordinator	14.85
24630 - Homemaker	14.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.66
25040 - Sewage Plant Operator	18.94
25070 - Stationary Engineer	24.66
25190 - Ventilation Equipment Tender	17.26
25210 - Water Treatment Plant Operator	18.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.80
27007 - Baggage Inspector	14.54
27008 - Corrections Officer	20.46
27010 - Court Security Officer	20.47
27030 - Detection Dog Handler	16.26
27040 - Detention Officer	20.46

27070 - Firefighter	17.58
27101 - Guard I	14.54
27102 - Guard II	16.26
27131 - Police Officer I	23.59
27132 - Police Officer II	26.22
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.30
28042 - Carnival Equipment Repairer	14.45
28043 - Carnival Worker	9.82
28210 - Gate Attendant/Gate Tender	12.83
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.35
28510 - Recreation Aide/Health Facility Attendant	10.47
28515 - Recreation Specialist	17.50
28630 - Sports Official	11.43
28690 - Swimming Pool Operator	16.76
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.03
29020 - Hatch Tender	21.03
29030 - Line Handler	21.03
29041 - Stevedore I	19.65
29042 - Stevedore II	22.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	46.32
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.94
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	35.18
30021 - Archeological Technician I	20.76
30022 - Archeological Technician II	23.22
30023 - Archeological Technician III	28.76
30030 - Cartographic Technician	28.76
30040 - Civil Engineering Technician	18.63
30051 - Cryogenic Technician I	31.86
30052 - Cryogenic Technician II	35.19
30061 - Drafter/CAD Operator I	20.76
30062 - Drafter/CAD Operator II	23.22
30063 - Drafter/CAD Operator III	25.88
30064 - Drafter/CAD Operator IV	31.86
30081 - Engineering Technician I	16.37
30082 - Engineering Technician II	18.39
30083 - Engineering Technician III	20.56
30084 - Engineering Technician IV	25.47
30085 - Engineering Technician V	31.16
30086 - Engineering Technician VI	37.71
30090 - Environmental Technician	28.74
30095 - Evidence Control Specialist	28.76
30210 - Laboratory Technician	22.80
30221 - Latent Fingerprint Technician I	31.86
30222 - Latent Fingerprint Technician II	35.19
30240 - Mathematical Technician	28.76
30361 - Paralegal/Legal Assistant I	17.97
30362 - Paralegal/Legal Assistant II	22.26
30363 - Paralegal/Legal Assistant III	27.23
30364 - Paralegal/Legal Assistant IV	32.93
30375 - Petroleum Supply Specialist	35.19
30390 - Photo-Optics Technician	23.40
30395 - Radiation Control Technician	35.19
30461 - Technical Writer I	28.76
30462 - Technical Writer II	35.19
30463 - Technical Writer III	42.57
30491 - Unexploded Ordnance (UXO) Technician I	29.44
30492 - Unexploded Ordnance (UXO) Technician II	35.62
30493 - Unexploded Ordnance (UXO) Technician III	42.69
30494 - Unexploded (UXO) Safety Escort	29.44
30495 - Unexploded (UXO) Sweep Personnel	29.44
30501 - Weather Forecaster I	31.86

30502 - Weather Forecaster II	38.75
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.88
30621 - Weather Observer Senior	(see 2) 28.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.62
31020 - Bus Aide	11.29
31030 - Bus Driver	16.56
31043 - Driver Courier	14.33
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	15.57
31310 - Taxi Driver	11.80
31361 - Truckdriver Light	15.57
31362 - Truckdriver Medium	16.79
31363 - Truckdriver Heavy	18.94
31364 - Truckdriver Tractor-Trailer	18.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.37
99030 - Cashier	11.05
99050 - Desk Clerk	10.52
99095 - Embalmer	30.45
99130 - Flight Follower	29.44
99251 - Laboratory Animal Caretaker I	15.08
99252 - Laboratory Animal Caretaker II	15.83
99260 - Marketing Analyst	33.05
99310 - Mortician	30.45
99410 - Pest Controller	22.57
99510 - Photofinishing Worker	15.47
99710 - Recycling Laborer	17.25
99711 - Recycling Specialist	20.88
99730 - Refuse Collector	16.10
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.82
99830 - Survey Party Chief	26.03
99831 - Surveying Aide	17.69
99832 - Surveying Technician	21.77
99840 - Vending Machine Attendant	18.22
99841 - Vending Machine Repairer	21.52
99842 - Vending Machine Repairer Helper	18.22

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: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 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 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

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

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

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

"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

|

|

|

| Wage Determination No.: 2015-5291

Daniel W. Simms Division of | Revision No.: 13

Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Frio

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.86
01012 - Accounting Clerk II		15.56
01013 - Accounting Clerk III		17.41
01020 - Administrative Assistant		21.69
01035 - Court Reporter		16.67
01041 - Customer Service Representative I		11.69
01042 - Customer Service Representative II		13.14
01043 - Customer Service Representative III		14.34
01051 - Data Entry Operator I		12.34
01052 - Data Entry Operator II		13.46
01060 - Dispatcher Motor Vehicle		16.89
01070 - Document Preparation Clerk		13.18
01090 - Duplicating Machine Operator		13.18
01111 - General Clerk I		12.73
01112 - General Clerk II		13.90
01113 - General Clerk III		15.60
01120 - Housing Referral Assistant		18.58
01141 - Messenger Courier		11.98
01191 - Order Clerk I		14.20
01192 - Order Clerk II		15.51
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.85
01263 - Personnel Assistant (Employment) III		18.79
01270 - Production Control Clerk		19.27
01290 - Rental Clerk		13.77
01300 - Scheduler Maintenance		14.90
01311 - Secretary I		14.90
01312 - Secretary II		16.67
01313 - Secretary III		18.58
01320 - Service Order Dispatcher		15.10
01410 - Supply Technician		21.69
01420 - Survey Worker		14.74
01460 - Switchboard Operator/Receptionist		13.03
01531 - Travel Clerk I		13.18

01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	14.49
01611 - Word Processor I	12.91
01612 - Word Processor II	14.50
01613 - Word Processor III	16.21
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.08
05010 - Automotive Electrician	19.28
05040 - Automotive Glass Installer	18.03
05070 - Automotive Worker	18.03
05110 - Mobile Equipment Servicer	15.55
05130 - Motor Equipment Metal Mechanic	20.44
05160 - Motor Equipment Metal Worker	18.03
05190 - Motor Vehicle Mechanic	20.44
05220 - Motor Vehicle Mechanic Helper	14.31
05250 - Motor Vehicle Upholstery Worker	16.78
05280 - Motor Vehicle Wrecker	18.03
05310 - Painter Automotive	19.28
05340 - Radiator Repair Specialist	18.03
05370 - Tire Repairer	13.86
05400 - Transmission Repair Specialist	20.44
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.36
07041 - Cook I	10.67
07042 - Cook II	12.37
07070 - Dishwasher	8.99
07130 - Food Service Worker	9.97
07210 - Meat Cutter	15.01
07260 - Waiter/Waitress	9.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.32
09040 - Furniture Handler	12.04
09080 - Furniture Refinisher	19.59
09090 - Furniture Refinisher Helper	14.57
09110 - Furniture Repairer Minor	17.07
09130 - Upholsterer	19.59
11000 - General Services And Support Occupations	

11030 - Cleaner Vehicles	12.38
11060 - Elevator Operator	10.30
11090 - Gardener	16.26
11122 - Housekeeping Aide	10.30
11150 - Janitor	10.30
11210 - Laborer Grounds Maintenance	12.37
11240 - Maid or Houseman	9.78
11260 - Pruner	11.08
11270 - Tractor Operator	14.97
11330 - Trail Maintenance Worker	12.37
11360 - Window Cleaner	11.50
12000 - Health Occupations	
12010 - Ambulance Driver	17.28
12011 - Breath Alcohol Technician	19.55
12012 - Certified Occupational Therapist Assistant	31.35
12015 - Certified Physical Therapist Assistant	30.60
12020 - Dental Assistant	16.37
12025 - Dental Hygienist	40.65
12030 - EKG Technician	27.71
12035 - Electroneurodiagnostic Technologist	27.71
12040 - Emergency Medical Technician	17.28
12071 - Licensed Practical Nurse I	17.48
12072 - Licensed Practical Nurse II	19.55
12073 - Licensed Practical Nurse III	21.80
12100 - Medical Assistant	13.85
12130 - Medical Laboratory Technician	20.44
12160 - Medical Record Clerk	14.65
12190 - Medical Record Technician	16.39
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	42.97
12221 - Nursing Assistant I	11.61
12222 - Nursing Assistant II	13.05
12223 - Nursing Assistant III	14.24
12224 - Nursing Assistant IV	15.99
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	17.23

12280 - Phlebotomist	17.27
12305 - Radiologic Technologist	26.41
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	24.22
12320 - Substance Abuse Treatment Counselor	20.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38
13042 - Illustrator II	21.54
13043 - Illustrator III	26.37
13047 - Librarian	23.88
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	21.54
13058 - Library Technician	13.22
13061 - Media Specialist I	15.54
13062 - Media Specialist II	17.38
13063 - Media Specialist III	19.39
13071 - Photographer I	14.87
13072 - Photographer II	16.64
13073 - Photographer III	20.61
13074 - Photographer IV	25.20
13075 - Photographer V	30.50
13090 - Technical Order Library Clerk	15.80
13110 - Video Teleconference Technician	15.65
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.62
14042 - Computer Operator II	15.24
14043 - Computer Operator III	17.03
14044 - Computer Operator IV	19.00

14045 - Computer Operator V		21.10
14071 - Computer Programmer I	(see 1)	20.83
14072 - Computer Programmer II	(see 1)	25.80
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		13.62
14160 - Personal Computer Support Technician		19.00
14170 - System Support Specialist		22.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.51
15020 - Aircrew Training Devices Instructor (Rated)		34.51
15030 - Air Crew Training Devices Instructor (Pilot)		41.36
15050 - Computer Based Training Specialist / Instructor		28.51
15060 - Educational Technologist		31.90
15070 - Flight Instructor (Pilot)		41.36
15080 - Graphic Artist		19.83
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.36
15086 - Maintenance Test Pilot Rotary Wing		41.36
15088 - Non-Maintenance Test/Co-Pilot		41.36
15090 - Technical Instructor		19.50
15095 - Technical Instructor/Course Developer		23.62
15110 - Test Proctor		14.20
15120 - Tutor		14.20
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.51
16030 - Counter Attendant		9.51
16040 - Dry Cleaner		11.55
16070 - Finisher Flatwork Machine		9.51
16090 - Presser Hand		9.51
16110 - Presser Machine Drycleaning		9.51
16130 - Presser Machine Shirts		9.51
16160 - Presser Machine Wearing Apparel Laundry		9.51
16190 - Sewing Machine Operator		12.20
16220 - Tailor		12.79

16250 - Washer Machine	10.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.84
19040 - Tool And Die Maker	25.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	19.27
21040 - Material Expediter	19.27
21050 - Material Handling Laborer	13.21
21071 - Order Filler	11.75
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.85
21130 - Shipping/Receiving Clerk	13.85
21140 - Store Worker I	11.40
21150 - Stock Clerk	15.89
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23019 - Aircraft Logs and Records Technician	18.62
23021 - Aircraft Mechanic I	22.69
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	25.15
23040 - Aircraft Mechanic Helper	15.89
23050 - Aircraft Painter	21.40
23060 - Aircraft Servicer	18.62
23070 - Aircraft Survival Flight Equipment Technician	21.40
23080 - Aircraft Worker	20.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.01
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.69
23110 - Appliance Mechanic	18.87
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	28.48
23130 - Carpenter Maintenance	16.74
23140 - Carpet Layer	18.94

23160 - Electrician Maintenance	22.51
23181 - Electronics Technician Maintenance I	20.37
23182 - Electronics Technician Maintenance II	23.42
23183 - Electronics Technician Maintenance III	27.84
23260 - Fabric Worker	17.62
23290 - Fire Alarm System Mechanic	20.17
23310 - Fire Extinguisher Repairer	16.33
23311 - Fuel Distribution System Mechanic	18.21
23312 - Fuel Distribution System Operator	13.85
23370 - General Maintenance Worker	15.31
23380 - Ground Support Equipment Mechanic	22.69
23381 - Ground Support Equipment Servicer	18.62
23382 - Ground Support Equipment Worker	20.01
23391 - Gunsmith I	16.33
23392 - Gunsmith II	18.94
23393 - Gunsmith III	21.47
23410 - Heating Ventilation And Air-Conditioning Mechanic	16.41
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	17.25
23430 - Heavy Equipment Mechanic	23.25
23440 - Heavy Equipment Operator	17.69
23460 - Instrument Mechanic	21.47
23465 - Laboratory/Shelter Mechanic	20.25
23470 - Laborer	13.11
23510 - Locksmith	19.77
23530 - Machinery Maintenance Mechanic	23.06
23550 - Machinist Maintenance	20.31
23580 - Maintenance Trades Helper	13.77
23591 - Metrology Technician I	21.47
23592 - Metrology Technician II	22.63
23593 - Metrology Technician III	23.80
23640 - Millwright	20.33
23710 - Office Appliance Repairer	19.32
23760 - Painter Maintenance	17.87
23790 - Pipefitter Maintenance	21.31
23810 - Plumber Maintenance	20.74

23820 - Pneudraulic Systems Mechanic	21.47
23850 - Rigger	21.47
23870 - Scale Mechanic	18.94
23890 - Sheet-Metal Worker Maintenance	18.80
23910 - Small Engine Mechanic	16.23
23931 - Telecommunications Mechanic I	23.90
23932 - Telecommunications Mechanic II	25.19
23950 - Telephone Lineman	22.25
23960 - Welder Combination Maintenance	18.48
23965 - Well Driller	18.06
23970 - Woodcraft Worker	21.47
23980 - Woodworker	15.94
24000 - Personal Needs Occupations	
24550 - Case Manager	12.27
24570 - Child Care Attendant	9.46
24580 - Child Care Center Clerk	11.80
24610 - Chore Aide	9.37
24620 - Family Readiness And Support Services Coordinator	12.27
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.55
25040 - Sewage Plant Operator	17.60
25070 - Stationary Engineer	22.55
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	17.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.41
27007 - Baggage Inspector	13.59
27008 - Corrections Officer	18.80
27010 - Court Security Officer	18.26
27030 - Detection Dog Handler	15.21
27040 - Detention Officer	18.80
27070 - Firefighter	17.58
27101 - Guard I	13.59
27102 - Guard II	15.21
27131 - Police Officer I	21.86

27132 - Police Officer II	24.29
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.74
28042 - Carnival Equipment Repairer	13.85
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	12.83
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.35
28510 - Recreation Aide/Health Facility Attendant	10.47
28515 - Recreation Specialist	17.50
28630 - Sports Official	11.43
28690 - Swimming Pool Operator	16.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	19.65
29042 - Stevedore II	22.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.44
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.75
30021 - Archeological Technician I	17.95
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.87
30030 - Cartographic Technician	24.87
30040 - Civil Engineering Technician	18.63
30051 - Cryogenic Technician I	27.55
30052 - Cryogenic Technician II	30.42
30061 - Drafter/CAD Operator I	17.95
30062 - Drafter/CAD Operator II	20.08
30063 - Drafter/CAD Operator III	22.39
30064 - Drafter/CAD Operator IV	27.24
30081 - Engineering Technician I	16.31
30082 - Engineering Technician II	18.34
30083 - Engineering Technician III	20.47
30084 - Engineering Technician IV	25.40

30085 - Engineering Technician V	31.02
30086 - Engineering Technician VI	37.53
30090 - Environmental Technician	23.75
30095 - Evidence Control Specialist	24.87
30210 - Laboratory Technician	20.73
30221 - Latent Fingerprint Technician I	27.55
30222 - Latent Fingerprint Technician II	30.42
30240 - Mathematical Technician	24.87
30361 - Paralegal/Legal Assistant I	17.49
30362 - Paralegal/Legal Assistant II	21.66
30363 - Paralegal/Legal Assistant III	26.50
30364 - Paralegal/Legal Assistant IV	32.06
30375 - Petroleum Supply Specialist	30.42
30390 - Photo-Optics Technician	21.27
30395 - Radiation Control Technician	30.42
30461 - Technical Writer I	24.87
30462 - Technical Writer II	30.42
30463 - Technical Writer III	36.54
30491 - Unexploded Ordnance (UXO) Technician I	28.24
30492 - Unexploded Ordnance (UXO) Technician II	34.17
30493 - Unexploded Ordnance (UXO) Technician III	40.96
30494 - Unexploded (UXO) Safety Escort	28.24
30495 - Unexploded (UXO) Sweep Personnel	28.24
30501 - Weather Forecaster I	27.55
30502 - Weather Forecaster II	33.51
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.39
30621 - Weather Observer Senior	(see 2) 24.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.17
31020 - Bus Aide	10.26
31030 - Bus Driver	15.05
31043 - Driver Courier	13.04
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	14.16
31310 - Taxi Driver	11.80
31361 - Truckdriver Light	14.16

31362 - Truckdriver Medium	15.27
31363 - Truckdriver Heavy	18.94
31364 - Truckdriver Tractor-Trailer	18.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.66
99030 - Cashier	9.90
99050 - Desk Clerk	9.35
99095 - Embalmer	30.45
99130 - Flight Follower	28.24
99251 - Laboratory Animal Caretaker I	15.08
99252 - Laboratory Animal Caretaker II	15.83
99260 - Marketing Analyst	33.05
99310 - Mortician	30.45
99410 - Pest Controller	21.22
99510 - Photofinishing Worker	14.84
99710 - Recycling Laborer	16.90
99711 - Recycling Specialist	20.19
99730 - Refuse Collector	16.10
99810 - Sales Clerk	11.25
99820 - School Crossing Guard	12.73
99830 - Survey Party Chief	25.28
99831 - Surveying Aide	17.18
99832 - Surveying Technician	21.14
99840 - Vending Machine Attendant	15.68
99841 - Vending Machine Repairer	17.78
99842 - Vending Machine Repairer Helper	15.68

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: \$4.54 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 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

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

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

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard**

Form 1444 (SF-1444) **

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

"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
|
|
|
| Wage Determination No.: 2015-5215
Daniel W. Simms Division of | Revision No.: 13
Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Bastrop Caldwell Hays Travis Williamson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.20
01012 - Accounting Clerk II		18.18
01013 - Accounting Clerk III		20.35
01020 - Administrative Assistant		27.71
01035 - Court Reporter		28.83
01041 - Customer Service Representative I		12.81
01042 - Customer Service Representative II		14.40
01043 - Customer Service Representative III		15.71
01051 - Data Entry Operator I		13.46
01052 - Data Entry Operator II		14.69
01060 - Dispatcher Motor Vehicle		19.24
01070 - Document Preparation Clerk		16.01
01090 - Duplicating Machine Operator		16.01
01111 - General Clerk I		14.89
01112 - General Clerk II		16.26
01113 - General Clerk III		18.25
01120 - Housing Referral Assistant		22.35
01141 - Messenger Courier		13.45
01191 - Order Clerk I		16.70
01192 - Order Clerk II		18.23
01261 - Personnel Assistant (Employment) I		17.29
01262 - Personnel Assistant (Employment) II		19.34
01263 - Personnel Assistant (Employment) III		21.57
01270 - Production Control Clerk		22.61
01290 - Rental Clerk		14.07
01300 - Scheduler Maintenance		17.78
01311 - Secretary I		17.78
01312 - Secretary II		20.08
01313 - Secretary III		22.35
01320 - Service Order Dispatcher		17.19
01410 - Supply Technician		27.71
01420 - Survey Worker		16.01
01460 - Switchboard Operator/Receptionist		13.57
01531 - Travel Clerk I		13.92

01532 - Travel Clerk II	15.03
01533 - Travel Clerk III	15.93
01611 - Word Processor I	15.42
01612 - Word Processor II	17.31
01613 - Word Processor III	19.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.59
05010 - Automotive Electrician	22.65
05040 - Automotive Glass Installer	21.33
05070 - Automotive Worker	21.33
05110 - Mobile Equipment Servicer	18.56
05130 - Motor Equipment Metal Mechanic	23.95
05160 - Motor Equipment Metal Worker	21.33
05190 - Motor Vehicle Mechanic	23.95
05220 - Motor Vehicle Mechanic Helper	17.20
05250 - Motor Vehicle Upholstery Worker	19.88
05280 - Motor Vehicle Wrecker	21.33
05310 - Painter Automotive	22.65
05340 - Radiator Repair Specialist	21.33
05370 - Tire Repairer	13.17
05400 - Transmission Repair Specialist	23.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.14
07041 - Cook I	11.73
07042 - Cook II	13.48
07070 - Dishwasher	11.16
07130 - Food Service Worker	12.43
07210 - Meat Cutter	16.63
07260 - Waiter/Waitress	10.01
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.43
09040 - Furniture Handler	10.21
09080 - Furniture Refinisher	15.27
09090 - Furniture Refinisher Helper	12.00
09110 - Furniture Repairer Minor	13.83
09130 - Upholsterer	17.75
11000 - General Services And Support Occupations	

11030 - Cleaner Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	18.00
11122 - Housekeeping Aide	12.12
11150 - Janitor	12.12
11210 - Laborer Grounds Maintenance	14.06
11240 - Maid or Houseman	10.48
11260 - Pruner	12.77
11270 - Tractor Operator	16.67
11330 - Trail Maintenance Worker	14.06
11360 - Window Cleaner	13.30
12000 - Health Occupations	
12010 - Ambulance Driver	20.78
12011 - Breath Alcohol Technician	20.33
12012 - Certified Occupational Therapist Assistant	34.85
12015 - Certified Physical Therapist Assistant	32.04
12020 - Dental Assistant	19.73
12025 - Dental Hygienist	41.16
12030 - EKG Technician	31.32
12035 - Electroneurodiagnostic Technologist	31.32
12040 - Emergency Medical Technician	20.78
12071 - Licensed Practical Nurse I	18.17
12072 - Licensed Practical Nurse II	20.33
12073 - Licensed Practical Nurse III	22.66
12100 - Medical Assistant	15.76
12130 - Medical Laboratory Technician	23.20
12160 - Medical Record Clerk	15.75
12190 - Medical Record Technician	17.62
12195 - Medical Transcriptionist	18.37
12210 - Nuclear Medicine Technologist	37.01
12221 - Nursing Assistant I	11.12
12222 - Nursing Assistant II	12.50
12223 - Nursing Assistant III	13.64
12224 - Nursing Assistant IV	15.31
12235 - Optical Dispenser	16.91
12236 - Optical Technician	14.38
12250 - Pharmacy Technician	16.50

12280 - Phlebotomist	17.15
12305 - Radiologic Technologist	29.36
12311 - Registered Nurse I	23.29
12312 - Registered Nurse II	28.49
12313 - Registered Nurse II Specialist	28.49
12314 - Registered Nurse III	34.47
12315 - Registered Nurse III Anesthetist	34.47
12316 - Registered Nurse IV	41.31
12317 - Scheduler (Drug and Alcohol Testing)	25.18
12320 - Substance Abuse Treatment Counselor	20.71
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.55
13012 - Exhibits Specialist II	25.78
13013 - Exhibits Specialist III	27.62
13041 - Illustrator I	19.55
13042 - Illustrator II	25.78
13043 - Illustrator III	27.60
13047 - Librarian	30.96
13050 - Library Aide/Clerk	14.43
13054 - Library Information Technology Systems Administrator	27.95
13058 - Library Technician	18.57
13061 - Media Specialist I	20.17
13062 - Media Specialist II	22.57
13063 - Media Specialist III	25.15
13071 - Photographer I	16.60
13072 - Photographer II	18.57
13073 - Photographer III	23.01
13074 - Photographer IV	28.15
13075 - Photographer V	34.06
13090 - Technical Order Library Clerk	18.13
13110 - Video Teleconference Technician	21.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.39
14042 - Computer Operator II	18.34
14043 - Computer Operator III	20.44
14044 - Computer Operator IV	22.72

14045 - Computer Operator V	25.16
14071 - Computer Programmer I (see 1)	25.43
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	16.39
14160 - Personal Computer Support Technician	22.72
14170 - System Support Specialist	29.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.00
15020 - Aircrew Training Devices Instructor (Rated)	37.51
15030 - Air Crew Training Devices Instructor (Pilot)	44.67
15050 - Computer Based Training Specialist / Instructor	31.03
15060 - Educational Technologist	33.26
15070 - Flight Instructor (Pilot)	44.67
15080 - Graphic Artist	26.05
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.07
15086 - Maintenance Test Pilot Rotary Wing	41.07
15088 - Non-Maintenance Test/Co-Pilot	41.07
15090 - Technical Instructor	23.08
15095 - Technical Instructor/Course Developer	28.22
15110 - Test Proctor	18.63
15120 - Tutor	18.63
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.04
16030 - Counter Attendant	9.04
16040 - Dry Cleaner	11.04
16070 - Finisher Flatwork Machine	9.04
16090 - Presser Hand	9.04
16110 - Presser Machine Drycleaning	9.04
16130 - Presser Machine Shirts	9.04
16160 - Presser Machine Wearing Apparel Laundry	9.04
16190 - Sewing Machine Operator	11.74
16220 - Tailor	12.51

16250 - Washer Machine	9.59
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.48
19040 - Tool And Die Maker	26.88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.53
21030 - Material Coordinator	22.37
21040 - Material Expediter	22.37
21050 - Material Handling Laborer	12.32
21071 - Order Filler	13.15
21080 - Production Line Worker (Food Processing)	15.53
21110 - Shipping Packer	14.76
21130 - Shipping/Receiving Clerk	14.76
21140 - Store Worker I	11.84
21150 - Stock Clerk	15.81
21210 - Tools And Parts Attendant	15.53
21410 - Warehouse Specialist	15.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.40
23019 - Aircraft Logs and Records Technician	27.46
23021 - Aircraft Mechanic I	33.08
23022 - Aircraft Mechanic II	34.95
23023 - Aircraft Mechanic III	36.95
23040 - Aircraft Mechanic Helper	23.75
23050 - Aircraft Painter	31.29
23060 - Aircraft Servicer	27.46
23070 - Aircraft Survival Flight Equipment Technician	31.29
23080 - Aircraft Worker	29.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.08
23110 - Appliance Mechanic	21.74
23120 - Bicycle Repairer	17.11
23125 - Cable Splicer	29.68
23130 - Carpenter Maintenance	18.84
23140 - Carpet Layer	20.84

23160 - Electrician Maintenance	25.06
23181 - Electronics Technician Maintenance I	22.71
23182 - Electronics Technician Maintenance II	24.12
23183 - Electronics Technician Maintenance III	25.50
23260 - Fabric Worker	19.42
23290 - Fire Alarm System Mechanic	22.36
23310 - Fire Extinguisher Repairer	18.14
23311 - Fuel Distribution System Mechanic	22.54
23312 - Fuel Distribution System Operator	17.47
23370 - General Maintenance Worker	17.44
23380 - Ground Support Equipment Mechanic	33.08
23381 - Ground Support Equipment Servicer	27.46
23382 - Ground Support Equipment Worker	29.46
23391 - Gunsmith I	18.14
23392 - Gunsmith II	20.84
23393 - Gunsmith III	23.40
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.86
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.04
23430 - Heavy Equipment Mechanic	21.28
23440 - Heavy Equipment Operator	18.38
23460 - Instrument Mechanic	25.27
23465 - Laboratory/Shelter Mechanic	22.13
23470 - Laborer	12.32
23510 - Locksmith	21.01
23530 - Machinery Maintenance Mechanic	23.60
23550 - Machinist Maintenance	21.70
23580 - Maintenance Trades Helper	13.97
23591 - Metrology Technician I	25.27
23592 - Metrology Technician II	26.70
23593 - Metrology Technician III	28.23
23640 - Millwright	23.40
23710 - Office Appliance Repairer	17.77
23760 - Painter Maintenance	16.43
23790 - Pipefitter Maintenance	25.15
23810 - Plumber Maintenance	23.79

23820 - Pneudraulic Systems Mechanic	23.40
23850 - Rigger	22.81
23870 - Scale Mechanic	20.84
23890 - Sheet-Metal Worker Maintenance	24.68
23910 - Small Engine Mechanic	17.47
23931 - Telecommunications Mechanic I	24.08
23932 - Telecommunications Mechanic II	25.29
23950 - Telephone Lineman	25.07
23960 - Welder Combination Maintenance	19.36
23965 - Well Driller	22.81
23970 - Woodcraft Worker	23.40
23980 - Woodworker	17.70
24000 - Personal Needs Occupations	
24550 - Case Manager	17.06
24570 - Child Care Attendant	11.23
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	9.67
24620 - Family Readiness And Support Services Coordinator	17.06
24630 - Homemaker	17.06
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.40
25040 - Sewage Plant Operator	21.56
25070 - Stationary Engineer	23.40
25190 - Ventilation Equipment Tender	16.80
25210 - Water Treatment Plant Operator	21.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.79
27007 - Baggage Inspector	14.25
27008 - Corrections Officer	21.02
27010 - Court Security Officer	25.03
27030 - Detection Dog Handler	16.19
27040 - Detention Officer	21.02
27070 - Firefighter	29.03
27101 - Guard I	14.25
27102 - Guard II	16.19
27131 - Police Officer I	29.63

27132 - Police Officer II	32.91
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.49
28042 - Carnival Equipment Repairer	13.48
28043 - Carnival Worker	9.57
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.42
28515 - Recreation Specialist	21.07
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	15.96
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.87
29020 - Hatch Tender	22.87
29030 - Line Handler	22.87
29041 - Stevedore I	21.48
29042 - Stevedore II	24.30
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.39
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.15
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.90
30021 - Archeological Technician I	20.39
30022 - Archeological Technician II	22.81
30023 - Archeological Technician III	28.27
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	25.78
30051 - Cryogenic Technician I	28.80
30052 - Cryogenic Technician II	28.36
30061 - Drafter/CAD Operator I	18.92
30062 - Drafter/CAD Operator II	21.16
30063 - Drafter/CAD Operator III	23.60
30064 - Drafter/CAD Operator IV	28.80
30081 - Engineering Technician I	14.89
30082 - Engineering Technician II	16.71
30083 - Engineering Technician III	18.69
30084 - Engineering Technician IV	23.16

30085 - Engineering Technician V	28.33
30086 - Engineering Technician VI	34.27
30090 - Environmental Technician	22.39
30095 - Evidence Control Specialist	22.81
30210 - Laboratory Technician	21.89
30221 - Latent Fingerprint Technician I	22.14
30222 - Latent Fingerprint Technician II	24.46
30240 - Mathematical Technician	26.21
30361 - Paralegal/Legal Assistant I	20.07
30362 - Paralegal/Legal Assistant II	27.87
30363 - Paralegal/Legal Assistant III	30.42
30364 - Paralegal/Legal Assistant IV	36.80
30375 - Petroleum Supply Specialist	27.90
30390 - Photo-Optics Technician	26.21
30395 - Radiation Control Technician	27.90
30461 - Technical Writer I	23.06
30462 - Technical Writer II	28.21
30463 - Technical Writer III	34.13
30491 - Unexploded Ordnance (UXO) Technician I	25.03
30492 - Unexploded Ordnance (UXO) Technician II	30.28
30493 - Unexploded Ordnance (UXO) Technician III	36.30
30494 - Unexploded (UXO) Safety Escort	25.03
30495 - Unexploded (UXO) Sweep Personnel	25.03
30501 - Weather Forecaster I	25.82
30502 - Weather Forecaster II	30.72
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.60
30621 - Weather Observer Senior	(see 2) 26.21
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.28
31020 - Bus Aide	14.52
31030 - Bus Driver	19.91
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	11.01
31290 - Shuttle Bus Driver	18.05
31310 - Taxi Driver	12.05
31361 - Truckdriver Light	18.05

31362 - Truckdriver Medium	19.33
31363 - Truckdriver Heavy	18.09
31364 - Truckdriver Tractor-Trailer	18.09
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.76
99030 - Cashier	11.03
99050 - Desk Clerk	11.21
99095 - Embalmer	27.05
99130 - Flight Follower	25.03
99251 - Laboratory Animal Caretaker I	11.93
99252 - Laboratory Animal Caretaker II	12.88
99260 - Marketing Analyst	37.41
99310 - Mortician	27.05
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	14.92
99710 - Recycling Laborer	20.64
99711 - Recycling Specialist	24.47
99730 - Refuse Collector	18.75
99810 - Sales Clerk	11.50
99820 - School Crossing Guard	11.06
99830 - Survey Party Chief	22.76
99831 - Surveying Aide	15.64
99832 - Surveying Technician	20.02
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.17
99842 - Vending Machine Repairer Helper	11.69

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: \$4.54 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 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

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

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

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard**

Form 1444 (SF-1444) **

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

"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
|
|
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| Wage Determination No.: 2015-5233
Daniel W. Simms Division of | Revision No.: 13
Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Austin Brazoria Chambers Fort Bend Galveston
Harris Liberty Montgomery Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.01
01012 - Accounting Clerk II		17.97
01013 - Accounting Clerk III		20.11
01020 - Administrative Assistant		29.37
01035 - Court Reporter		29.01
01041 - Customer Service Representative I		12.97
01042 - Customer Service Representative II		14.58
01043 - Customer Service Representative III		15.91
01051 - Data Entry Operator I		14.80
01052 - Data Entry Operator II		16.15
01060 - Dispatcher Motor Vehicle		19.42
01070 - Document Preparation Clerk		14.75
01090 - Duplicating Machine Operator		14.75
01111 - General Clerk I		14.24
01112 - General Clerk II		15.53
01113 - General Clerk III		17.44
01120 - Housing Referral Assistant		21.53
01141 - Messenger Courier		14.20
01191 - Order Clerk I		18.00
01192 - Order Clerk II		19.90
01261 - Personnel Assistant (Employment) I		17.00
01262 - Personnel Assistant (Employment) II		19.02
01263 - Personnel Assistant (Employment) III		21.20
01270 - Production Control Clerk		23.39
01290 - Rental Clerk		14.75
01300 - Scheduler Maintenance		17.26
01311 - Secretary I		17.26
01312 - Secretary II		19.31
01313 - Secretary III		21.53
01320 - Service Order Dispatcher		17.36
01410 - Supply Technician		29.37
01420 - Survey Worker		17.79
01460 - Switchboard Operator/Receptionist		13.02

01531 - Travel Clerk I	14.24
01532 - Travel Clerk II	15.38
01533 - Travel Clerk III	16.44
01611 - Word Processor I	16.20
01612 - Word Processor II	18.19
01613 - Word Processor III	20.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.96
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	11.92
07042 - Cook II	13.84
07070 - Dishwasher	10.60
07130 - Food Service Worker	11.21
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	9.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer Minor	16.82
09130 - Upholsterer	18.32

11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.06
11060 - Elevator Operator	10.70
11090 - Gardener	17.42
11122 - Housekeeping Aide	10.70
11150 - Janitor	10.70
11210 - Laborer Grounds Maintenance	13.10
11240 - Maid or Houseman	9.76
11260 - Pruner	11.70
11270 - Tractor Operator	15.98
11330 - Trail Maintenance Worker	13.10
11360 - Window Cleaner	11.98
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	20.64
12012 - Certified Occupational Therapist Assistant	34.54
12015 - Certified Physical Therapist Assistant	35.10
12020 - Dental Assistant	17.02
12025 - Dental Hygienist	35.52
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	16.58
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	15.63
12130 - Medical Laboratory Technician	22.70
12160 - Medical Record Clerk	18.34
12190 - Medical Record Technician	20.52
12195 - Medical Transcriptionist	19.67
12210 - Nuclear Medicine Technologist	39.75
12221 - Nursing Assistant I	12.53
12222 - Nursing Assistant II	14.09
12223 - Nursing Assistant III	15.38
12224 - Nursing Assistant IV	17.26
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.82

12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	16.28
12305 - Radiologic Technologist	31.21
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	25.93
12320 - Substance Abuse Treatment Counselor	24.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.00
13012 - Exhibits Specialist II	27.25
13013 - Exhibits Specialist III	33.33
13041 - Illustrator I	21.02
13042 - Illustrator II	26.04
13043 - Illustrator III	31.85
13047 - Librarian	29.40
13050 - Library Aide/Clerk	13.23
13054 - Library Information Technology Systems Administrator	26.55
13058 - Library Technician	16.48
13061 - Media Specialist I	19.16
13062 - Media Specialist II	21.43
13063 - Media Specialist III	23.89
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.87
13090 - Technical Order Library Clerk	16.62
13110 - Video Teleconference Technician	21.82
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.42
14042 - Computer Operator II	19.49
14043 - Computer Operator III	21.72

14044 - Computer Operator IV	24.14
14045 - Computer Operator V	26.57
14071 - Computer Programmer I (see 1)	26.04
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	17.42
14160 - Personal Computer Support Technician	24.14
14170 - System Support Specialist	37.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	34.80
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	47.55
15086 - Maintenance Test Pilot Rotary Wing	47.55
15088 - Non-Maintenance Test/Co-Pilot	47.55
15090 - Technical Instructor	27.50
15095 - Technical Instructor/Course Developer	33.64
15110 - Test Proctor	22.20
15120 - Tutor	22.20
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.33
16030 - Counter Attendant	10.33
16040 - Dry Cleaner	13.25
16070 - Finisher Flatwork Machine	10.33
16090 - Presser Hand	10.33
16110 - Presser Machine Drycleaning	10.33
16130 - Presser Machine Shirts	10.33
16160 - Presser Machine Wearing Apparel Laundry	10.33
16190 - Sewing Machine Operator	14.01

16220 - Tailor	15.08
16250 - Washer Machine	11.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.05
19040 - Tool And Die Maker	25.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.85
21030 - Material Coordinator	23.39
21040 - Material Expediter	23.39
21050 - Material Handling Laborer	12.83
21071 - Order Filler	12.67
21080 - Production Line Worker (Food Processing)	16.85
21110 - Shipping Packer	16.27
21130 - Shipping/Receiving Clerk	16.27
21140 - Store Worker I	12.76
21150 - Stock Clerk	18.05
21210 - Tools And Parts Attendant	16.85
21410 - Warehouse Specialist	16.85
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.35
23019 - Aircraft Logs and Records Technician	27.09
23021 - Aircraft Mechanic I	32.91
23022 - Aircraft Mechanic II	34.35
23023 - Aircraft Mechanic III	35.83
23040 - Aircraft Mechanic Helper	23.00
23050 - Aircraft Painter	31.11
23060 - Aircraft Servicer	27.09
23070 - Aircraft Survival Flight Equipment Technician	31.11
23080 - Aircraft Worker	29.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.10
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.91
23110 - Appliance Mechanic	21.10
23120 - Bicycle Repairer	17.93
23125 - Cable Splicer	29.54
23130 - Carpenter Maintenance	19.71

23140 - Carpet Layer	20.97
23160 - Electrician Maintenance	26.70
23181 - Electronics Technician Maintenance I	25.40
23182 - Electronics Technician Maintenance II	27.16
23183 - Electronics Technician Maintenance III	28.72
23260 - Fabric Worker	20.41
23290 - Fire Alarm System Mechanic	24.66
23310 - Fire Extinguisher Repairer	18.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	32.91
23381 - Ground Support Equipment Servicer	27.09
23382 - Ground Support Equipment Worker	29.10
23391 - Gunsmith I	18.88
23392 - Gunsmith II	21.92
23393 - Gunsmith III	24.79
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.46
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.48
23430 - Heavy Equipment Mechanic	23.95
23440 - Heavy Equipment Operator	19.91
23460 - Instrument Mechanic	28.46
23465 - Laboratory/Shelter Mechanic	23.44
23470 - Laborer	12.83
23510 - Locksmith	23.47
23530 - Machinery Maintenance Mechanic	28.62
23550 - Machinist Maintenance	24.02
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	28.46
23592 - Metrology Technician II	29.70
23593 - Metrology Technician III	30.98
23640 - Millwright	26.77
23710 - Office Appliance Repairer	18.99
23760 - Painter Maintenance	18.99
23790 - Pipefitter Maintenance	27.23

23810 - Plumber Maintenance	25.74
23820 - Pneudraulic Systems Mechanic	24.79
23850 - Rigger	25.11
23870 - Scale Mechanic	21.92
23890 - Sheet-Metal Worker Maintenance	20.32
23910 - Small Engine Mechanic	19.63
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	30.88
23960 - Welder Combination Maintenance	23.11
23965 - Well Driller	23.54
23970 - Woodcraft Worker	24.79
23980 - Woodworker	18.88
24000 - Personal Needs Occupations	
24550 - Case Manager	18.06
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	9.21
24620 - Family Readiness And Support Services Coordinator	18.06
24630 - Homemaker	18.06
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	20.95
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	20.95
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.73
27007 - Baggage Inspector	12.52
27008 - Corrections Officer	21.05
27010 - Court Security Officer	23.02
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	21.05
27070 - Firefighter	24.98
27101 - Guard I	12.52
27102 - Guard II	17.90

27131 - Police Officer I	28.75
27132 - Police Officer II	31.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.69
28042 - Carnival Equipment Repairer	13.83
28043 - Carnival Worker	9.29
28210 - Gate Attendant/Gate Tender	13.94
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.60
28510 - Recreation Aide/Health Facility Attendant	11.38
28515 - Recreation Specialist	19.32
28630 - Sports Official	12.42
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.93
29020 - Hatch Tender	27.93
29030 - Line Handler	27.93
29041 - Stevedore I	26.00
29042 - Stevedore II	29.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.44
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.75
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30051 - Cryogenic Technician I	26.94
30052 - Cryogenic Technician II	29.76
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15

30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30095 - Evidence Control Specialist	24.33
30210 - Laboratory Technician	30.91
30221 - Latent Fingerprint Technician I	28.14
30222 - Latent Fingerprint Technician II	31.08
30240 - Mathematical Technician	33.68
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30375 - Petroleum Supply Specialist	29.76
30390 - Photo-Optics Technician	30.62
30395 - Radiation Control Technician	29.76
30461 - Technical Writer I	26.27
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	28.24
30492 - Unexploded Ordnance (UXO) Technician II	34.17
30493 - Unexploded Ordnance (UXO) Technician III	40.96
30494 - Unexploded (UXO) Safety Escort	28.24
30495 - Unexploded (UXO) Sweep Personnel	28.24
30501 - Weather Forecaster I	29.63
30502 - Weather Forecaster II	36.05
30620 - Weather Observer Combined Upper Air Or (see 2)	27.56
Surface Programs	
30621 - Weather Observer Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.17
31020 - Bus Aide	14.48
31030 - Bus Driver	20.82
31043 - Driver Courier	14.42
31260 - Parking and Lot Attendant	10.12
31290 - Shuttle Bus Driver	15.71
31310 - Taxi Driver	13.64

31361 - Truckdriver Light	15.71
31362 - Truckdriver Medium	18.98
31363 - Truckdriver Heavy	20.33
31364 - Truckdriver Tractor-Trailer	20.33
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.66
99030 - Cashier	10.28
99050 - Desk Clerk	11.72
99095 - Embalmer	34.72
99130 - Flight Follower	28.24
99251 - Laboratory Animal Caretaker I	11.66
99252 - Laboratory Animal Caretaker II	12.71
99260 - Marketing Analyst	35.05
99310 - Mortician	38.17
99410 - Pest Controller	18.07
99510 - Photofinishing Worker	16.80
99710 - Recycling Laborer	18.00
99711 - Recycling Specialist	21.97
99730 - Refuse Collector	16.08
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	14.04
99830 - Survey Party Chief	25.50
99831 - Surveying Aide	17.45
99832 - Surveying Technician	22.05
99840 - Vending Machine Attendant	12.81
99841 - Vending Machine Repairer	16.20
99842 - Vending Machine Repairer Helper	12.81

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: \$4.54 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 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. NONE	
6. ISSUED BY DETENTION MANAGEMENT - LAGUNA U.S. Immigration and Customs Enforcement Office of Acquisition Management 24000 AVILA ROAD, (b) (6), (b) (7)(C) Laguna Niguel CA 92677		CODE 70CDLG		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b) (6), (b) (7)(C) Attn: (b) (6), (b) (7)(C) Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN (b) (6), (b) (7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000008	
				10B. DATED (SEE ITEM 13) 12/19/2019	
CODE 6127064650000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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) NONE					
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 Bilateral - FAR 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> 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: 612706465 NAICS Code: 561612; FSC: S206 Contracting Officer Representative (COR): (b) (6), (b) (7)(C) at (661) 328-(b) (6), (b) (7)(C) or e-mail at (b) (6), (b) (7)(C)@ice.dhs.gov Alternative COR: (b) (6), (b) (7)(C) at (916) 329-(b) (6), (b) (7)(C) or e-mail at (b) (6), (b) (7)(C)@ice.dhs.gov There is no requisition associated with this modification. All funding continues to be obligated at the task order level, if further task orders are issued. The purpose of this bilateral modification is to: Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6), (b) (7)(C) Executive Vice President			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6), (b) (7)(C) TEL: 949-425-(b) (6), (b) (7)(C) EMAIL: (b) (6), (b) (7)(C)@ice.dhs.gov		
15B. CONTRACTOR/OFFEROR (b) (6), (b) (7)(C) (Signature of person authorized to sign)		15C. DATE SIGNED 4/1/2021		16B. UNITED STATES OF AMERICA (b) (6), (b) (7)(C) (Signature of Contracting Officer)	
15D. DATE SIGNED		16C. DATE SIGNED			
NSN 7540-01-152-8070 Previous edition unusable					
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000008/P00005PAGE OF
2 7NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) Approve the REA submitted by GEO in accordance with FAR 52.222-43 for Mesa Verde, Golden State and Central Valley annex Detention Center, effective 12/202/2020 as a result to WD 2015-5603, Revision 12 Dated 07-02-2020; and</p> <p>2) Change Guaranteed Minimum (GM) Bed Day Rate to reflect the contractor's REA per diem increase for base and two five-year option periods.</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: (b) (3) (A), (b) (4) New Total Amount for this Award: (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0003 - Mesa Verde Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0003A - Golden State Bed Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0003B - Central Valley Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1001 - Mesa Verde Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1001A-Golden State Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1001B - Central Valley Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2001 - Mesa Verde Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2001B - Central Valley Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2001A - Golden State Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Period of Performance: 12/20/2019 to 12/19/2034</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Mesa Verde Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) beds) Base Ordering Period - Unit of Issue DA is equivalent to Bed-Day Periods of Performance and Rate: 12/20/2019 to 12/19/2020 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4) 12/20/2020 to 12/19/2021 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) 12/20/2021 to 12/19/2022 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) 12/20/2022 to 12/19/2023 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) 12/20/2023 to 12/19/2024 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) Obligated Amount: (b) (3) (A), (b) (4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0003A to read as follows (amount shown is the obligated amount): Continued ...</p>				(b) (3) (A), (b) (4)

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 NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003A	Golden State Bed Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) beds) Base Ordering Period - Unit of Issue DA is equivalent to Bed-Day Ordering Period and Bed Day Rates: 09/06/2020-12/19/2020 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4) 12/20/2020-12/19/2021 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA NTE (b) (3) (A), (b) (4) 12/20/2021-12/19/2022 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA NTE (b) (3) (A), (b) (4) 12/20/2022-12/19/2023 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA NTE (b) (3) (A), (b) (4) 12/20/2023-12/19/2024 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA NTE (b) (3) (A), (b) (4) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003B to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
0003B	Central Valley Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) beds) Base Ordering Period- Unit of Issue DA is equivalent to Bed-Day Ordering Period and Bed Day Rates: 08/20/2019-12/19/2020 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4) 12/20/2020-12/19/2021 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) 12/20/2021-12/19/2022 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) 12/20/2022-12/19/2023 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) 12/20/2023-12/19/2024 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 1001 to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
1001	Mesa Verde Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Continued ...				(b) (3) (A), (b) (4)

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Option Ordering Period (b) (3) (A), (b) (4) - Unit of Issue DA is equivalent to Bed-Day</p> <p>Ordering Period and Bed Day Rates:</p> <p>12/20/2024 to 12/19/2025 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4)</p> <p>12/20/2025 to 12/19/2026 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>12/20/2026 to 12/19/2027 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>12/20/2027 to 12/19/2028 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>12/20/2028 to 12/19/2029 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>Amount: (b) (3) (A), (b) (4) (Option Line Item)</p> <p>12/20/2024</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1001A to read as follows (amount shown is the obligated amount):</p>				
1001A	<p>Golden State Detention Services</p> <p>Guaranteed Minimum (b) (3) (A), (b) (4) Beds)</p> <p>Option Ordering Period (b) (3) (A), (b) (4) - Unit of Issue DA is equivalent to Bed-Day</p> <p>Ordering Period and Bed Day Rates:</p> <p>12/20/2024 to 12/19/2025 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4)</p> <p>12/20/2025 to 12/19/2026 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>12/20/2026 to 12/19/2027 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>12/20/2027 to 12/19/2028 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>12/20/2028 to 12/19/2029 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) /DA; NTE (b) (3) (A), (b) (4)</p> <p>Amount: (b) (3) (A), (b) (4) (Option Line Item)</p> <p>12/19/2029</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1001B to read as follows (amount shown is the obligated amount):</p>				(b) (3) (A), (b) (4)
1001B	<p>Central Valley Detention Services</p> <p>Guaranteed Minimum (b) (3) (A), (b) (4) Beds)</p> <p>Option Ordering Period (b) (3) (A), (b) (4) - Unit of Issue DA is Continued ...</p>				(b) (3) (A), (b) (4)

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>equivalent to Bed-Day Ordering Period and Bed Day Rates: 12/20/2024 to 12/19/2025 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4) 12/20/2025 to 12/19/2026 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) 12/20/2026 to 12/19/2027 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) 12/20/2027 to 12/19/2028 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) 12/20/2028 to 12/19/2029 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; NTE (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) (Option Line Item) 12/19/2029</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p>				
2001	<p>Mesa Verde Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Option Ordering Period (b) (3) (A), (b) (4) - Unit of Issue DA is equivalent to Bed-Day Ordering Period and Bed Day Rates: 12/20/2029 to 12/19/2030 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4) 12/20/2030 to 12/19/2031 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA; (b) (3) (A), (b) (4) 12/20/2031 to 12/19/2032 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA (b) (3) (A), (b) (4) 12/20/2032 to 12/19/2033 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA (b) (3) (A), (b) (4) 12/20/2033 to 12/19/2034 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4)/DA (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) (Option Line Item) 12/20/2029</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2001A to read as follows (amount shown is the obligated amount):</p>				(b) (3) (A), (b) (4)
2001A	<p>Golden State Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Option Ordering Period (b) (3) (A), (b) (4) - Unit of Issue DA is equivalent to Bed-Day Continued ...</p>				(b) (3) (A), (b) (4)

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001B	<p>Ordering Period and Bed Day Rates: 12/20/2029 to 12/19/2030 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4) 12/20/2030 to 12/19/2031 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; NTE (b) (3) (A), (b) (4) 12/20/2031 to 12/19/2032 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; NTE (b) (3) (A), (b) (4) 12/20/2032 to 12/19/2033 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; NTE (b) (3) (A), (b) (4) 12/20/2033 to 12/19/2034 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; NTE (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) (Option Line Item) 12/20/2029</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2001B to read as follows (amount shown is the obligated amount):</p> <p>Central Valley Detention Services Guaranteed Minimum (b) (3) (A), (b) (4) Beds) Option Ordering Period (b) (3) (A), (b) (4) Unit of Issue DA is equivalent to Bed-Day Ordering Period and Bed Day Rates: 12/20/2029 to 12/19/2030 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA; Not-to-Exceed (NTE) (b) (3) (A), (b) (4) 12/20/2030 to 12/19/2031 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) 12/20/2031 to 12/19/2032 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) 12/20/2032 to 12/19/2033 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) 12/20/2033 to 12/19/2034 (b) (3) (A), (b) (4) Beds) Rate: (b) (3) (A), (b) (4) DA (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) (Option Line Item) 12/20/2029</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All IDIQ terms and conditions remain the same and flow down to the Task Orders.</p>				(b) (3) (A), (b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C 70CDLG		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY DETENTION MANAGEMENT - LAGUNA U.S. Immigration and Customs Enforcement Office of Acquisition Management 24000 AVILA ROAD, (b) (6), (b) (7)(C) Laguna Niguel CA 92677		CODE 70CDLG		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) ICE/Mission Support-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b) (6), (b) (7)(C) Attn: (b) (6), (b) (7)(C) Washington DC 20536		CODE ICE/MS-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN (b) (6), (b) (7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000008	
				10B. DATED (SEE ITEM 13) 12/19/2019	
CODE 6127064650000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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: 612706465 NAICS Code: 561612; FSC: S206 Contracting Officer Representative (COR): (b) (6), (b) (7)(C) at (661) 328-(b) (6), (b) (7)(C) for e-mail at (b) (6), (b) (7)(C) @ice.dhs.gov Alternative COR: (b) (6), (b) (7)(C) at (916) 329-(b) (6), (b) (7)(C) or e-mail at (b) (6), (b) (7)(C) @ice.dhs.gov Contracting Officer: (b) (6), (b) (7)(C) @ice.dhs.gov (949) 943-(b) (6), (b) (7)(C) Contract Specialist: (b) (6), (b) (7)(C) @ice.dhs.gov (202) 731-(b) (6), (b) (7)(C)					
Attachment 28 Kern County WD 2015-5603, Revision 16 Date of Last Revision 10/20/2021.					
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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6), (b) (7)(C) TEL: 949-425-(b) (6), (b) (7)(C) EMAIL: (b) (6), (b) (7)(C) @ice.dhs.gov			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)		16C. DATE SIGNED 12/08/2021	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000008/P00006PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to update and replace Department of Labor (DOL) Wage Determination Attachment 28 - Kern County WD 2015-5603, Revision 16 Dated 10-20-20210, effective 12/20/2021, see attached.</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: (b) (3) (A), (b) (4) Period of Performance: 12/20/2020 to 12/19/2021</p> <p>In accordance with FAR 52.222-43(f), Fair Labor Standards Act and Service Contract Act - Price Adjustments (Multiple Year and Option Contracts)</p> <p>"The Contractor shall notify the Contracting Officer of any increase claimed under this clause within (b) (3) (A) 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 the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."</p> <p>Invoice Instructions for ICE - ERO Contracts: See Section G of the Contract Clauses for this Contract for specific invoice instructions.</p> <p>All other terms and conditions remains the same.</p>				