

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHERBURNE COUNTY SHERIFFS DEPARTMENT 13880 BUSINESS CENTER DRIVE ELK RIVER MN 55330-4609	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. x 70CDCR18DIG000003
	10B. DATED (SEE ITEM 13) 05/02/2018

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

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

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

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

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

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

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

DUNS Number: 784134470  
 ---  
 COR: [REDACTED] 612-843-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 Alternate COR: [REDACTED] 612-843-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 Contracting Officer: [REDACTED] 202-732-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 ---

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003/P00001

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2 12

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification to 70CDCR18DIG000003 is to incorporate the attached updated wage determination number 2015-4947 Rev. 9 dated 12/26/2018. Period of Performance: 05/03/2018 to 05/02/2023 ---</p> <p>All other terms and conditions remain unchanged.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHERBURNE COUNTY SHERIFFS DEPARTMENT 13880 BUSINESS CENTER DRIVE ELK RIVER MN 55330-4609		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7841344700000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000003	10B. DATED (SEE ITEM 13) 05/02/2018

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

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW 70CDCR18DIG000003

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

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

DUNS Number: 784134470

COR: [REDACTED] 612-843-[REDACTED]  
[REDACTED]@ice.dhs.gov

Alternate COR: [REDACTED] 612-843-[REDACTED]  
[REDACTED]@ice.dhs.gov

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

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
[REDACTED]	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
[REDACTED]	3-17-2018
NS Pre	16B. UNITED STATES OF AMERICA
	[REDACTED]
	Digital Signature NUMBER M [REDACTED] 12:56:56 -04'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003/P00002

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2 2

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this no-cost modification is to suspend the guaranteed minimum for detention services in Sherburne County, MN through June 30, 2020. The bed day rates remain unchanged and shall be invoiced as follows:</p> <p>Detention Services [REDACTED]: [REDACTED] day/detainee Detention Services [REDACTED]: [REDACTED] y/detainee</p> <p>The guaranteed minimum shall recommence on July 1, 2020 unless a different date is mutually agreed upon by the parties.</p> <p>---</p> <p>Period of Performance: 05/03/2018 to 05/02/2023</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				

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

P00003 See Block 16C

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

SHERBURNE COUNTY SHERIFFS DEPARTMENT  
13880 HWY 10  
13880 BUSINESS CENTER DRIVE  
ELK RIVER MN 55330

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000003

10B. DATED (SEE ITEM 13) 05/02/2018

CODE 7841344700000 FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
X Bilateral Modification IAW 70CDCR18DIG000003

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 784134470

COR: [REDACTED] 612-843-[REDACTED] [REDACTED]@ice.dhs.gov

Alternate COR: [REDACTED] 612-843-[REDACTED] [REDACTED]@ice.dhs.gov

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

[REDACTED] Sheriff TEL: 202-732-[REDACTED] EMAIL: [REDACTED]@dhs.gov  
[REDACTED] 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA [REDACTED]  
[REDACTED] 6-17-20 [REDACTED] [REDACTED]

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <ol style="list-style-type: none"> <li>1. Change the standards from NDS 2000 to NDS 2019. The NDS 2019 standards can be found at: <a href="https://www.ice.gov/detention_standards/2019">https://www.ice.gov/detention_standards/2019</a>.</li> <li>2. Suspend the guaranteed minimum for detention services in Sherburne County, MN through December 31, 2020. For the period between July 1, 2020 and December 31, 2020 the bed day rate shall be [REDACTED]. The guaranteed minimum shall recommence on January 1st, 2021 unless a different date is mutually agreed upon by the parties.</li> <li>3. Add CLIN 0005 for Mental Health Evaluations. Mental Health Evaluations conducted Monday - Friday shall be invoiced at [REDACTED] evaluation. Mental Health Evaluations conducted Saturday - Sunday shall be invoiced at [REDACTED] evaluation. Mental Health Evaluations may be conducted via telemedicine.</li> <li>4. Incorporate the Robotics Process Automation (RPA) Contract Requirement:</li> </ol> <p>The Detention Facility RPA process requires that bed space and transportation invoice costs and supporting documentation be recorded utilizing the Detention-Transportation Invoice Template (attached) and that all Templates must be submitted to both the ERO Field Office Contract Officer Representative (COR) and the ERO RPA Team Mailbox along with the monthly invoices. This invoice template should be completed in its entirety in the established format (template included in this modification) to include, but not limited to, the following: (1) Vendor Reference information including Bed Space Rate Breakdown, Invoice Date Range, Transportation Cost Breakdown; (2) Bed Space data including Detainee Names and corresponding Alien Numbers (A#); (3) Detainees Transported data including: Detainee Names, corresponding Alien Numbers, Category and Mission #, Mission Data including Mandatory Fields and Additional Mission Expenses corresponding to GSA and contract rates, as applicable and allowed. Invoice updates may be requested by the COR and will require timely</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003/P00003

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3 3

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.</p> <p>Attachment: •RPA Detention-Transportation Invoice Template</p> <p>---</p> <p>Period of Performance: 05/03/2018 to 05/02/2023</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION BEDS UP TO [REDACTED]</p> <p>Bed Day Rate: \$ [REDACTED]</p> <p>*For the period between July 1, 2020 and December 31, 2020 the bed day rate shall be [REDACTED] with no guaranteed minimum.*</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				
0005	<p>Add Item 0005 as follows:</p> <p>Mental Health Evaluation</p> <p>Monday - Friday [REDACTED] h</p> <p>Saturday - Sunday [REDACTED] each</p> <p>Mental Health Evaluations may be conducted via telemedicine.</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHERBURNE COUNTY SHERIFFS DEPARTMENT 13880 HWY 10 13880 BUSINESS CENTER DRIVE ELK RIVER MN 55330		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7841344700000	FACILITY CODE	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000003	10B. DATED (SEE ITEM 13) 05/02/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW 70CDCR18DIG000003

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

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

DUNS Number: 784134470  
---  
COR: [REDACTED] 612-843-[REDACTED]  
Lynn. [REDACTED]@ice.dhs.gov  
Alternate COR: [REDACTED] 612-843-[REDACTED]  
[REDACTED]@ice.dhs.gov  
Contracting Officer: [REDACTED] 202-732-[REDACTED]  
[REDACTED]@ice.dhs.gov  
---

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 11-30-20	15D. UNITED STATES OF AMERICA [REDACTED] 13:57:47 0600

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003/P00004

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to extend the suspension of the guaranteed minimum for detention services in Sherburne County, MN through June 30, 2021. For the period between July 1, 2020 and June 30, 2021 the bed day rate shall be [REDACTED]. The guaranteed minimum shall recommence on July 1, 2021 unless a different date is mutually agreed upon by the parties.</p> <p>---</p> <p>Period of Performance: 05/03/2018 to 05/02/2023</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   13
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHERBURNE COUNTY SHERIFFS DEPARTMENT 13880 HWY 10 13880 BUSINESS CENTER DRIVE ELK RIVER MN 55330		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7841344700000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000003	10B. DATED (SEE ITEM 13) 05/02/2018

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

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW 70CDCR18DIG000003

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

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

DUNS Number: 784134470  
 ---  
 COR: [REDACTED] 612-843-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 Contracting Officer: [REDACTED] 202-732-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 Contract Specialist: [REDACTED] 202-732-[REDACTED]  
 [REDACTED]@ice.dhs.gov  
 ---

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) A [REDACTED] TEL: 202-732-[REDACTED] EMAIL [REDACTED]@ice.dhs.gov
15B. [REDACTED]	15C. DATE SIGNED 5-6-21
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 05/07/2021

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003/P00005

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NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The purpose of this modification is to take the following actions:</p> <p>1) Change the COR to [REDACTED]</p> <p>2) Incorporate the updated Wage Determination number 2015-4947 Rev.14 dated 12/21/2020.</p> <p>3) Extend the suspension of the guaranteed minimum for detention services in Sherburne County, MN through December 31, 2021. For the period between July 1, 2020 and December 31, 2021, the bed day rate shall be \$ [REDACTED]. The guaranteed minimum shall recommence on January 1, 2022 unless a different date is mutually agreed upon by the parties. (Due to COVID-19 Restrictions).</p> <p>---</p> <p>Period of Performance: 05/03/2018 to 05/02/2023</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION BEDS UP TO 300 GM</p> <p>Bed Day Rate: \$ [REDACTED]</p> <p>*For the period between July 1, 2020 and December 31, 2021 the bed day rate shall be \$ [REDACTED]/bed/day with no guaranteed minimum.*</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	

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	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20 [REDACTED]	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHERBURNE COUNTY SHERIFFS DEPARTMENT 13880 HWY 10 13880 BUSINESS CENTER DRIVE ELK RIVER MN 55330		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7841344700000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000003	10B. DATED (SEE ITEM 13) 05/02/2018

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

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW 70CDCR18DIG000003

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 784134470

COR: [REDACTED] 612 843 [REDACTED]  
[REDACTED]@ice.dhs.gov

Contracting Officer: [REDACTED] 202 538 [REDACTED]  
[REDACTED]@ice.dhs.gov

Contract Specialist: [REDACTED] 202 731 [REDACTED]  
[REDACTED]@ice.dhs.gov

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.

15. CONTRACTOR OFFICER SIGNATURE [REDACTED]	15C. DATE SIGNED 1-10-22	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 13 JAN 2022
		CONTRACTING OFFICER (Type or print) [REDACTED] EMAIL: [REDACTED]@ice.dhs.gov	

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The purpose of this modification is to take the following action:</p> <p>1) Extend the suspension of the guaranteed minimum for detention services in Sherburne County, MN through April 30, 2022. For the period between December 31, 2021 and April 30, 2022, the bed day rate shall be [REDACTED]. The guaranteed minimum shall recommence on May 1, 2022 unless a different date is mutually agreed upon by the parties. (Due to COVID-19 Restrictions).</p> <p>---</p> <p>Period of Performance: 05/03/2018 to 05/02/2023</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION BEDS UP TO [REDACTED]</p> <p>Bed Day Rate: [REDACTED]</p> <p>*For the period between December 31, 2021 and April 30, 2022 the bed day rate shall be [REDACTED] with no guaranteed minimum.*</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   13
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHERBURNE COUNTY SHERIFFS DEPARTMENT 13880 HWY 10 13880 BUSINESS CENTER DRIVE ELK RIVER MN 55330		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE M165QVFHYH66	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000003	10B. DATED (SEE ITEM 13) 05/02/2018

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW 70CDCR18DIG000003

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

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

DUNS Number: 784134470

---

COR: [REDACTED] 612-843-[REDACTED]  
[REDACTED]@ice.dhs.gov

Contracting Officer: [REDACTED] 202-731-[REDACTED]  
[REDACTED]@ice.dhs.gov

Contract Specialist: [REDACTED] 02-731-[REDACTED]  
[REDACTED]@ice.dhs.gov

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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.

15. CONTRACTOR/OFFEROR	15C. DATE SIGNED 4-28-22	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] TEL: [REDACTED] EMAIL: [REDACTED]@ice.dhs.gov	16C. DATE SIGNED
[REDACTED]		16B. UNITED STATES OF AMERICA [REDACTED] 16:07:36-0400 (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003/P00007

PAGE OF  
2 13

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The purpose of this modification is to take the following action:</p> <p>1) Eliminate the guaranteed minimum for detention services in Sherburne County, MN.</p> <p>2) Establish the Bed/Day rate of [REDACTED] for Contract Line Item Number (CLIN) 0001, for Detention Services.</p> <p>3) Incorporate U.S. Department of Labor Wage Determination Number 2015-4947, Revision '19, dated 3/15/2022.</p> <p>---</p> <p>Period of Performance: 05/03/2018 to 05/02/2023</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION BEDS</p> <p>Bed Day Rate: \$ [REDACTED]</p> <p>Obligated Amount: \$ [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	

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

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

Daniel W. Simms  
Director  
Division of  
Wage Determinations

Wage Determination No.: 2015-4947  
Revision No.: 19  
Date Of Last Revision: 03/15/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:</p>	<p>With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.</p>
<p>If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:</p>	<p>With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Minnesota

Area: Minnesota Counties of Le Sueur Mille Lacs Sherburne Sibley

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.01
01012 - Accounting Clerk II		20.23
01013 - Accounting Clerk III		22.62
01020 - Administrative Assistant		30.26
01035 - Court Reporter		28.29
01041 - Customer Service Representative I		16.74
01042 - Customer Service Representative II		18.27
01043 - Customer Service Representative III		20.52
01051 - Data Entry Operator I		16.06
01052 - Data Entry Operator II		17.52
01060 - Dispatcher Motor Vehicle		23.09
01070 - Document Preparation Clerk		19.95
01090 - Duplicating Machine Operator		19.95
01111 - General Clerk I		15.75
01112 - General Clerk II		17.19
01113 - General Clerk III		19.31

01120 - Housing Referral Assistant	22.57
01141 - Messenger Courier	16.26
01191 - Order Clerk I	16.80
01192 - Order Clerk II	18.33
01261 - Personnel Assistant (Employment) I	18.23
01262 - Personnel Assistant (Employment) II	20.38
01263 - Personnel Assistant (Employment) III	22.72
01270 - Production Control Clerk	25.28
01290 - Rental Clerk	15.18
01300 - Scheduler Maintenance	18.11
01311 - Secretary I	18.11
01312 - Secretary II	20.25
01313 - Secretary III	22.57
01320 - Service Order Dispatcher	20.65
01410 - Supply Technician	30.26
01420 - Survey Worker	20.62
01460 - Switchboard Operator/Receptionist	15.67
01531 - Travel Clerk I	19.40
01532 - Travel Clerk II	20.94
01533 - Travel Clerk III	22.46
01611 - Word Processor I	16.99
01612 - Word Processor II	19.08
01613 - Word Processor III	21.34
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.32
05010 - Automotive Electrician	22.10
05040 - Automotive Glass Installer	21.17
05070 - Automotive Worker	21.17
05110 - Mobile Equipment Servicer	19.07
05130 - Motor Equipment Metal Mechanic	23.02
05160 - Motor Equipment Metal Worker	21.17
05190 - Motor Vehicle Mechanic	23.02
05220 - Motor Vehicle Mechanic Helper	17.80
05250 - Motor Vehicle Upholstery Worker	20.31
05280 - Motor Vehicle Wrecker	21.17
05310 - Painter Automotive	22.10
05340 - Radiator Repair Specialist	21.17
05370 - Tire Repairer	16.03
05400 - Transmission Repair Specialist	23.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.43
07041 - Cook I	17.70
07042 - Cook II	19.64
07070 - Dishwasher	13.04***
07130 - Food Service Worker	15.14
07210 - Meat Cutter	19.37
07260 - Waiter/Waitress	12.02***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.55
09040 - Furniture Handler	12.95***
09080 - Furniture Refinisher	18.68
09090 - Furniture Refinisher Helper	15.05
09110 - Furniture Repairer Minor	17.17
09130 - Upholsterer	20.78
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.76***
11060 - Elevator Operator	15.68
11090 - Gardener	21.57
11122 - Housekeeping Aide	15.68
11150 - Janitor	15.68
11210 - Laborer Grounds Maintenance	17.33
11240 - Maid or Houseman	14.80***
11260 - Pruner	15.97
11270 - Tractor Operator	20.13
11330 - Trail Maintenance Worker	17.33

11360 - Window Cleaner	17.05
12000 - Health Occupations	
12010 - Ambulance Driver	22.24
12011 - Breath Alcohol Technician	22.24
12012 - Certified Occupational Therapist Assistant	25.62
12015 - Certified Physical Therapist Assistant	28.57
12020 - Dental Assistant	27.26
12025 - Dental Hygienist	39.60
12030 - EKG Technician	33.23
12035 - Electroneurodiagnostic Technologist	33.23
12040 - Emergency Medical Technician	22.24
12071 - Licensed Practical Nurse I	20.01
12072 - Licensed Practical Nurse II	22.38
12073 - Licensed Practical Nurse III	24.94
12100 - Medical Assistant	21.44
12130 - Medical Laboratory Technician	26.98
12160 - Medical Record Clerk	23.24
12190 - Medical Record Technician	26.00
12195 - Medical Transcriptionist	23.46
12210 - Nuclear Medicine Technologist	43.28
12221 - Nursing Assistant I	13.43***
12222 - Nursing Assistant II	15.09
12223 - Nursing Assistant III	16.47
12224 - Nursing Assistant IV	18.50
12235 - Optical Dispenser	19.94
12236 - Optical Technician	17.86
12250 - Pharmacy Technician	19.33
12280 - Phlebotomist	19.31
12305 - Radiologic Technologist	34.05
12311 - Registered Nurse I	23.39
12312 - Registered Nurse II	28.61
12313 - Registered Nurse II Specialist	28.61
12314 - Registered Nurse III	46.70
12315 - Registered Nurse III Anesthetist	46.70
12316 - Registered Nurse IV	41.49
12317 - Scheduler (Drug and Alcohol Testing)	27.55
12320 - Substance Abuse Treatment Counselor	25.29
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.07
13012 - Exhibits Specialist II	26.10
13013 - Exhibits Specialist III	31.93
13041 - Illustrator I	20.47
13042 - Illustrator II	25.37
13043 - Illustrator III	31.05
13047 - Librarian	31.35
13050 - Library Aide/Clerk	17.72
13054 - Library Information Technology Systems Administrator	28.31
13058 - Library Technician	22.17
13061 - Media Specialist I	20.43
13062 - Media Specialist II	22.86
13063 - Media Specialist III	25.48
13071 - Photographer I	19.32
13072 - Photographer II	21.62
13073 - Photographer III	26.77
13074 - Photographer IV	32.74
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	22.26
13110 - Video Teleconference Technician	24.48
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.41
14042 - Computer Operator II	20.59
14043 - Computer Operator III	22.96
14044 - Computer Operator IV	25.51
14045 - Computer Operator V	28.25

14071 - Computer Programmer I	(see 1)	24.22
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		18.41
14160 - Personal Computer Support Technician		25.51
14170 - System Support Specialist		32.93
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.50
15020 - Aircrew Training Devices Instructor (Rated)		39.33
15030 - Air Crew Training Devices Instructor (Pilot)		47.13
15050 - Computer Based Training Specialist / Instructor		32.50
15060 - Educational Technologist		37.44
15070 - Flight Instructor (Pilot)		47.13
15080 - Graphic Artist		26.02
15085 - Maintenance Test Pilot Fixed Jet/Prop		47.13
15086 - Maintenance Test Pilot Rotary Wing		47.13
15088 - Non-Maintenance Test/Co-Pilot		47.13
15090 - Technical Instructor		28.29
15095 - Technical Instructor/Course Developer		34.61
15110 - Test Proctor		22.84
15120 - Tutor		22.84
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		13.26***
16030 - Counter Attendant		13.26***
16040 - Dry Cleaner		16.31
16070 - Finisher Flatwork Machine		13.26***
16090 - Presser Hand		13.26***
16110 - Presser Machine Drycleaning		13.26***
16130 - Presser Machine Shirts		13.26***
16160 - Presser Machine Wearing Apparel Laundry		13.26***
16190 - Sewing Machine Operator		17.26
16220 - Tailor		18.26
16250 - Washer Machine		14.35***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.43
19040 - Tool And Die Maker		28.52
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.16
21030 - Material Coordinator		25.28
21040 - Material Expediter		25.28
21050 - Material Handling Laborer		17.77
21071 - Order Filler		15.37
21080 - Production Line Worker (Food Processing)		21.16
21110 - Shipping Packer		18.78
21130 - Shipping/Receiving Clerk		18.78
21140 - Store Worker I		16.98
21150 - Stock Clerk		21.91
21210 - Tools And Parts Attendant		21.16
21410 - Warehouse Specialist		21.16
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		36.97
23019 - Aircraft Logs and Records Technician		30.96
23021 - Aircraft Mechanic I		35.48
23022 - Aircraft Mechanic II		36.97
23023 - Aircraft Mechanic III		38.38
23040 - Aircraft Mechanic Helper		27.36
23050 - Aircraft Painter		33.72
23060 - Aircraft Servicer		30.96
23070 - Aircraft Survival Flight Equipment Technician		33.72
23080 - Aircraft Worker		32.29
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		32.29

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	35.48
II	
23110 - Appliance Mechanic	24.70
23120 - Bicycle Repairer	18.44
23125 - Cable Splicer	42.24
23130 - Carpenter Maintenance	28.58
23140 - Carpet Layer	32.45
23160 - Electrician Maintenance	38.56
23181 - Electronics Technician Maintenance I	28.81
23182 - Electronics Technician Maintenance II	30.07
23183 - Electronics Technician Maintenance III	31.32
23260 - Fabric Worker	28.82
23290 - Fire Alarm System Mechanic	29.09
23310 - Fire Extinguisher Repairer	27.07
23311 - Fuel Distribution System Mechanic	38.42
23312 - Fuel Distribution System Operator	31.83
23370 - General Maintenance Worker	24.09
23380 - Ground Support Equipment Mechanic	35.48
23381 - Ground Support Equipment Servicer	30.96
23382 - Ground Support Equipment Worker	32.29
23391 - Gunsmith I	27.07
23392 - Gunsmith II	30.04
23393 - Gunsmith III	32.67
23410 - Heating Ventilation And Air-Conditioning Mechanic	30.35
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	31.63
23430 - Heavy Equipment Mechanic	31.05
23440 - Heavy Equipment Operator	36.68
23460 - Instrument Mechanic	31.37
23465 - Laboratory/Shelter Mechanic	31.36
23470 - Laborer	17.77
23510 - Locksmith	24.19
23530 - Machinery Maintenance Mechanic	29.77
23550 - Machinist Maintenance	25.77
23580 - Maintenance Trades Helper	16.51
23591 - Metrology Technician I	31.37
23592 - Metrology Technician II	32.70
23593 - Metrology Technician III	33.95
23640 - Millwright	29.89
23710 - Office Appliance Repairer	20.26
23760 - Painter Maintenance	27.94
23790 - Pipefitter Maintenance	42.80
23810 - Plumber Maintenance	41.09
23820 - Pneudraulic Systems Mechanic	32.67
23850 - Rigger	36.17
23870 - Scale Mechanic	30.04
23890 - Sheet-Metal Worker Maintenance	36.16
23910 - Small Engine Mechanic	20.79
23931 - Telecommunications Mechanic I	30.61
23932 - Telecommunications Mechanic II	31.89
23950 - Telephone Lineman	23.31
23960 - Welder Combination Maintenance	24.32
23965 - Well Driller	29.63
23970 - Woodcraft Worker	32.67
23980 - Woodworker	27.07
24000 - Personal Needs Occupations	
24550 - Case Manager	17.80
24570 - Child Care Attendant	13.75***
24580 - Child Care Center Clerk	17.15
24610 - Chore Aide	13.73***
24620 - Family Readiness And Support Services Coordinator	17.80
24630 - Homemaker	17.80

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.74
25040 - Sewage Plant Operator	30.72
25070 - Stationary Engineer	31.74
25190 - Ventilation Equipment Tender	24.55
25210 - Water Treatment Plant Operator	30.72
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.18
27007 - Baggage Inspector	17.70
27008 - Corrections Officer	26.40
27010 - Court Security Officer	21.64
27030 - Detection Dog Handler	19.79
27040 - Detention Officer	26.40
27070 - Firefighter	19.76
27101 - Guard I	17.70
27102 - Guard II	19.79
27131 - Police Officer I	35.88
27132 - Police Officer II	39.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.28
28043 - Carnival Worker	12.03***
28210 - Gate Attendant/Gate Tender	17.44
28310 - Lifeguard	13.72***
28350 - Park Attendant (Aide)	19.50
28510 - Recreation Aide/Health Facility Attendant	14.23***
28515 - Recreation Specialist	24.16
28630 - Sports Official	15.53
28690 - Swimming Pool Operator	18.07
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.41
29020 - Hatch Tender	29.41
29030 - Line Handler	29.41
29041 - Stevedore I	28.21
29042 - Stevedore II	30.70
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.31
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.86
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.89
30021 - Archeological Technician I	18.45
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.58
30030 - Cartographic Technician	25.58
30040 - Civil Engineering Technician	34.45
30051 - Cryogenic Technician I	27.45
30052 - Cryogenic Technician II	30.32
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	28.32
30081 - Engineering Technician I	16.46
30082 - Engineering Technician II	18.49
30083 - Engineering Technician III	20.67
30084 - Engineering Technician IV	25.61
30085 - Engineering Technician V	31.33
30086 - Engineering Technician VI	37.91
30090 - Environmental Technician	27.93
30095 - Evidence Control Specialist	24.79
30210 - Laboratory Technician	24.35
30221 - Latent Fingerprint Technician I	27.45
30222 - Latent Fingerprint Technician II	30.32
30240 - Mathematical Technician	32.16
30361 - Paralegal/Legal Assistant I	18.89
30362 - Paralegal/Legal Assistant II	23.40
30363 - Paralegal/Legal Assistant III	28.62

30364 - Paralegal/Legal Assistant IV	34.63
30375 - Petroleum Supply Specialist	30.32
30390 - Photo-Optics Technician	25.58
30395 - Radiation Control Technician	30.32
30461 - Technical Writer I	27.12
30462 - Technical Writer II	33.18
30463 - Technical Writer III	40.15
30491 - Unexploded Ordnance (UXO) Technician I	27.53
30492 - Unexploded Ordnance (UXO) Technician II	33.30
30493 - Unexploded Ordnance (UXO) Technician III	39.92
30494 - Unexploded (UXO) Safety Escort	27.53
30495 - Unexploded (UXO) Sweep Personnel	27.53
30501 - Weather Forecaster I	27.45
30502 - Weather Forecaster II	33.40
30620 - Weather Observer Combined Upper Air Or	(see 2) 23.02
Surface Programs	
30621 - Weather Observer Senior	(see 2) 25.58
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.30
31020 - Bus Aide	16.31
31030 - Bus Driver	21.61
31043 - Driver Courier	18.75
31260 - Parking and Lot Attendant	13.75***
31290 - Shuttle Bus Driver	19.32
31310 - Taxi Driver	16.74
31361 - Truckdriver Light	20.09
31362 - Truckdriver Medium	21.39
31363 - Truckdriver Heavy	24.90
31364 - Truckdriver Tractor-Trailer	24.90
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.24
99030 - Cashier	12.77***
99050 - Desk Clerk	13.55***
99095 - Embalmer	40.34
99130 - Flight Follower	27.53
99251 - Laboratory Animal Caretaker I	14.84***
99252 - Laboratory Animal Caretaker II	15.90
99260 - Marketing Analyst	36.32
99310 - Mortician	40.34
99410 - Pest Controller	20.25
99510 - Photofinishing Worker	15.55
99710 - Recycling Laborer	23.94
99711 - Recycling Specialist	27.65
99730 - Refuse Collector	22.02
99810 - Sales Clerk	13.49***
99820 - School Crossing Guard	15.76
99830 - Survey Party Chief	37.83
99831 - Surveying Aide	22.13
99832 - Surveying Technician	28.89
99840 - Vending Machine Attendant	21.75
99841 - Vending Machine Repairer	23.78
99842 - Vending Machine Repairer Helper	21.75

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

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

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

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

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary

affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

<b>SOLICITATION/CONTRACT</b> BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF	PAGES
				1	45

2. CONTRACT NO. 70CDCR18DIG000003	3. AWARD/EFFECTIVE DATE 05/02/2018	4. SOLICITATION NUMBER	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	6. SOLICITATION ISSUE DATE
--------------------------------------	---------------------------------------	------------------------	--	----------------------------

7. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536  NO COLLECT CALLS	8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB NAICS: SIZE STANDARD:	% FOR:
---	---	--------

9. (AGENCY USE)  
Inter-Governmental Service Agreement (IGSA) Number 70CDCR18DIG000003

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)  
 SUPPLIES  SERVICES Detention Services

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	12. ADMINISTERED BY CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536
---	---

13. CONTRACTOR OFFEROR CODE 7841344700000 FACILITY CODE SHERBURNE COUNTY SHERIFFS DEPARTMENT 13880 BUSINESS CENTER DRIVE ELK RIVER MN 55330-4609  TELEPHONE NO. DUNS NO. 784134470 <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	14. PAYMENT WILL BE MADE BY CODE ICE-ERO/FOD-FSP DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FSP Williston VT 05495-1620  SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK
--	--

15. PROMPT PAYMENT DISCOUNT  
Net 30

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
 10 U.S.C. 2304  41 U.S.C. 253

17. ITEM NO	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	DUNS Number: 784134470 --- COR: [REDACTED] 612-843-[REDACTED] [REDACTED] ice.dhs.gov  Alternate COR: [REDACTED] 612-843-[REDACTED] [REDACTED] ce.dhs.gov  Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA  
See Schedule

24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY)  
\$0.00

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS IDENTIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: \_\_\_\_\_

27. NAME AND TITLE OF SIGNER (BY OR PRINT) [REDACTED]	DATE SIGNED 5-2-18	28. NAME OF CONTRACTING OFFICER BENJAMIN GOLWAY	DATE SIGNED 05/02/2018
--	-----------------------	--	---------------------------

**NO RESPONSE FOR REASONS CHECKED**

<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	OTHER (Specify)		
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM (Include ZIP Code)	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX  
STAMP  
HERE

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

SOLICITATION NO. \_\_\_\_\_

DATE AND LOCAL TIME \_\_\_\_\_

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003

PAGE 3 OF 45

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>Contract Specialist: [REDACTED] 202-732-[REDACTED] [REDACTED]@ice.dhs.gov</p> <p>Contracting Officer: [REDACTED] 202-732-[REDACTED] [REDACTED]@ice.dhs.gov</p> <p>The purpose of 70CDCR18DIG000003 is to establish an Inter-Governmental Service Agreement (IGSA) between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and Sherburne County, MN for the provision of detention, local transportation and stationary guard services for ICE detainees at the Sherburne County Jail located at 13880 Business Center Drive, Suite 200 Elk River, MN 55330-4609.</p> <p>-----</p> <p>This action does not obligate any funds. Services shall only be provided when authorized through a funded Task Order.</p> <p>-----</p> <p>The Service Provider shall not accept any instruction that results in a change to the services detailed in this IGSA from an entity or individual other than the Contracting Officer.</p> <p>-----</p> <p>The following documents constitute the complete agreement and are hereby incorporated directly or by reference:</p> <ul style="list-style-type: none"> <li>• Signed Intergovernmental Service Agreement (IGSA)</li> <li>• Sherburne County Proposal Email dated 12/05/2017</li> <li>• ICE National Detention Standards (NDS) 2000</li> <li>• Attachment 1 - Wage Determination Number: WD 2015-4947 Rev. 6 , Dated 01/10/2018</li> <li>• Attachment 2 - Wage Determination Number: WD 2017-0873 Rev. 2, Dated 12/26/2017</li> <li>• Attachment 3 - Title 29, Part 4 Labor Standards for Federal Service Contracts</li> <li>• Attachment 4 - Quality Assurance Surveillance Plan (QASP)/PRS/CDR</li> <li>• Attachment 5 - PREA Regulations</li> </ul> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003

PAGE 4 OF 45

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<ul style="list-style-type: none"> <li>Attachment 6 - G-391 Data Collection Categories and Descriptions</li> <li>Attachment 6(a) - G-391 Transportation Data Template</li> </ul> <p>----- Exempt Action: Y Sensitive Award: SPII Delivery Location Code: ICE/ERO ICE Enforcement &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Period of Performance: 05/03/2018 to 05/02/2023</p>				
0001	<p>DETENTION BEDS UP TO [REDACTED]</p> <p>Bed Day Rate: \$ [REDACTED] y Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
0002	<p>DETENTION BEDS ABOVE GM</p> <p>Bed Day Rate: [REDACTED] Obligated Amount: \$ [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
0003	<p>TRANSPORTATION/ESCORT/STATIONARY SERVICES (REGULAR RATE)</p> <p>[REDACTED]/hour</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
0004	<p>TRANSPORTATION/ESCORT/STATIONARY SERVICES (OVERTIME RATE)</p> <p>\$ [REDACTED] hour</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Continued ...</p>			[REDACTED]	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000003

PAGE OF  
5 45

NAME OF OFFEROR OR CONTRACTOR  
SHERBURNE COUNTY SHERIFFS DEPARTMENT

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The total amount of award: \$ [REDACTED] The obligation for this award is shown in box 24.</p>				

70CDCR18DIG000003  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS  
AND  
SHERBURNE COUNTY, MN

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“**ICE**”), and **Sherburne County Jail**, (“**Service Provider**”) for the detention and care of aliens (“**detainees**”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

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

**Sherburne County Jail**  
13880 Business Center Drive, Suite 200  
Elk River, MN 55330-4609

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- Intergovernmental Service Agreement (IGSA)
- Sherburne County Proposal Email dated 12/05/2017
- ICE National Detention Standards (NDS) 2000
- Attachment 1 - Wage Determination Number: WD 2015-4947 Rev. 6 , Dated 01/10/2018
- Attachment 2 – Wage Determination Number: WD 2017-0873 Rev. 2, Dated 12/26/2017
- Attachment 3 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 4 - Quality Assurance Surveillance Plan (QASP)/PRS/CDR
- Attachment 5 - PREA Regulations
- Attachment 6 – G-391 Data Collection Categories and Descriptions
- Attachment 6(a) – G-391 Transportation Data Template

70CD CR18DIG000003

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

**ACCEPTED:**

U.S. Immigration and Customs Enforcement  
[REDACTED]  
Contracting Officer

Signature: [REDACTED]

Date: 05/02/2018

**ACCEPTED:**

Sherburne County, MN  
13880 Business Center Drive, [REDACTED]  
Elk River, MN 55330-4609

[REDACTED]  
Sheriff

Signature: [REDACTED]

Date: 5-2-18

## Intergovernmental Service Agreement (IGSA)

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**Article 1. Purpose**

- A. Purpose: The purpose of this Inter-Governmental Service Agreement (IGSA or “the Agreement”) is to establish a contractual arrangement between ICE and the Service Provider for the provision of the necessary physical structure, equipment, facilities, personnel, and services to provide a program of care in a properly staffed and secure environment under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees.” This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
  
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Service Provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the Agreement and ensure that the safekeeping, housing, subsistence, medical, and other program services provided to ICE detainees housed in the facility is consistent with ICE’s civil detention authority, the PWS, IGSA requirements and ICE standards referenced in this agreement. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
  
- C. Rates: This is a fixed rate contract, not a cost reimbursable, with respect to the bed day rate for [REDACTED] detainees. ICE agrees to maintain a minimum population of at least [REDACTED] detainees, subject to the provisions contained within this Agreement. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate up to [REDACTED]	\$ [REDACTED] per detainee
Bed Day Rate above GM - [REDACTED]	\$ [REDACTED] per detainee
* Escort Services at Regular Rate	\$ [REDACTED] per hour
* Escort Services at Overtime Rate	\$ [REDACTED] per hour
* Stationary Guard at Regular Rate	\$ [REDACTED] per hour
* Stationary Guard at Overtime Rate	\$ [REDACTED] per hour
** Transportation Mileage rate to be in accordance with GSA rates at the time of incurrence	
* See Article 17, ** See Article 16	

If this IGSA contains a population guarantee, ICE will not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and severe or adverse weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting

in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

## Article 2. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Facility meets ICE requirements, and is compliant with ICE National Detention Standards (NDS) 2000. Therefore, ICE may perform numerous assessments to ensure compliance prior to presenting detainees for housing. *\*Should there be a need for a ramp-up plan, the effective start of the plan is from the date of the first detainee presented for housing.*
- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in this Agreement. The Service Provider shall be prepared to accept detainees immediately upon issuance of task order in accordance with the agreed upon ramp-up plan.
- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than the Sherburne County Jail. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Staffing: The service provider shall have a staffing plan to effectively staff the Facility in a safe and secure manner.
- E. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulations, policies and judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

**Article 3. Covered Services**

- A. Bedspace: The Service Provider shall provide and operate, at a minimum, a 300 bed adult male/female civil detention facility. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc). ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.
  
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COR or designated ICE official. ICE will remove the juvenile immediately.
  
- C. Unit of Service and Financial Liability: The unit of service is called a “Bed Day” and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:
  - 1) Salaries of elected officials
  - 2) Salaries of employees not directly engaged in the housing and detention of detainees
  - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
  - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
  - 5) Operating costs of facilities not utilized by Federal detainees
  - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
  - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
  - 8) Contingencies
  
- D. Language Access Services: The Service Provider shall provide language access services, which include interpretation and translation services, for limited English proficient (LEP) detainees . This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with detainees who do not read, speak, write, or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then only

for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Service Provider shall also make special provisions for detainees who are illiterate. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Upon request, ICE will assist the Service Provider in obtaining interpretation and translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.

- E. Disability-Related Services: The Service Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), their implementing federal regulations, any other applicable disability-related federal law and state law, and its obligations under NDS 2000. Specifically, the Service Provider shall ensure that its building and transportation services are physically accessible for detainees with disabilities. Also, as required under applicable federal and state law and under NDS 2000, the Service Provider shall provide detainees with disabilities with accommodations, auxiliary aids, and modifications to policies, practices, and/or procedures to allow them an equal opportunity to access, participate in, or benefit from detention programs, services, and activities. The Service Provider shall allow for effective communication with detainees with disabilities through the provision of accommodations and auxiliary aids, such as access to sign language interpretation services, as necessary. In addition, deaf detainees shall have access to a TTY telephone and to sign language interpretation services.
- F. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the Immigration Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officers employed by the Service Provider under their policies, procedures and authorities.

#### **Article 4. Receiving and Discharging Detainees**

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.

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

**Article 5. ICE Performance-Based National Detention Standards and Other Applicable Standards**

- A. The Service Provider shall house detainees and perform related detention services at a minimum in accordance with the NDS 2000 (<https://www.ice.gov/detention-standards/2000>) unless otherwise specified in this agreement. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the NDS 2000. Due to facility limitations and geographic location, the outdoor recreation provisions of the NDS 2000 standards do not apply at this facility.
- B. If a change in the standards identified herein results in a documentable financial impact to the Service Provider, the Service Provider must notify the Contracting Officer within five (5) days of receipt of the change and request either 1) a waiver to the Standards or, 2) to negotiate a change in per diem.

- C. The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails. Some ACA standards are augmented by ICE Policy and/or procedure. Finally, the Service Provider will comply with all required elements (listed in Attachment 5) of Subpart A of the U.S. Department of Homeland Security Regulation titled “Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities,” title 6 Code of Federal Regulation (C.F.R.) part 115 (DHS PREA). If any requirements of the DHS PREA standards conflict with the terms of the NDS 2000, the DHS PREA standards shall prevail.
- D. In cases where other standards conflict with ICE Policy or Standards, NDS 2000 Standards will prevail.

#### **Article 6. Medical Services**

- A. If it is determined that ICE Health Service Corps will not provide direct patient care services at this location, the Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the NDS 2000 and/or the ICE Family Residential Standards, including but not limited to; intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary along with all required vaccinations per the CDC recommendations and IHSC policy for certain populations. On site routine labs and CLIA waived testing (see attached appendix) will be a requirement of the Service Provider. Off-site labs must be approved through the Medpar system and will be paid for by IHSC. Medical supplies will also be provided at no additional cost to the government or the ICE detained alien. All of the above costs will be included in the bed day rate for this contract.

The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include; approved non-formulary meds, or any approved newly marketed med not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for payment for retail purchases of medications and durable medical equipment will be made available through the IHSC Field Medical Coordinator (FMC).

- B. In the event of a medical emergency, the Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport, if needed. The Service Provider shall notify ICE immediately regarding the nature of the transferred detainee’s illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Service Provider or detainee incur any financial liability related to such services. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post approval for emergent care will be the IHSC FMC assigned to this location.

- C. The Service Provider shall furnish a twenty-four (24) hour/seven day per week emergency medical care contact list which must include local hospitals and other offsite service providers. The Service Provider shall ensure they have access to an offsite emergency medical provider at all times.
- D. The Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area including any isolation rooms as well as other special housing areas within the facility. The service provider must provide training on all emergency plans to the onsite medical staff.
- E. A true copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany the detainee outlining necessary care during transit that includes current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel.
- F. The Service Provider shall ensure that all health care providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall ensure appropriate staffing levels are maintained to provide for the detainees' medical treatment and health care needs on a community based standard.
- G. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator), the service provider, and as approved by the ICE Health Authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, and as spelled out in 2000 NDS.
- H. Onsite health care personnel shall perform **initial medical screening** within (12) hours of arrival to the Facility. Arrival screening shall include, at a minimum, all questions captured on the IHSC 795-A or equivalent. Required testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method, and recording the history of past and present illnesses (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also contain height, weight, and a complete set of vital signs (BP, P, T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern.
- I. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and in accordance with detention, 2000 NDS, and ACA standards with the expectation to provide custody oversight and medication as needed.

- J. **A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival unless the clinical situation dictates an earlier evaluation.** Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with the NDS 2000, and American Correctional Association Standards based on which standards are applicable under this agreement.
- K. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify ICE through the Field Office representative. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- L. The Service Provider's Medical Contractor shall release any and all medical information for ICE detainees to the IHSC representatives upon request.

The Service Provider's Medical Contractor shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. offsite lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org/>.

- M. The Health Authority of the Service Provider shall notify the ICE contact and/or FMC as soon as possible if emergency care was obtained off site; and in no case more than seventy-two (72) hours after detainee is in receipt of such care. Authorized payment for all offsite medical services for the initial emergency need and for medical and/or mental health care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center  
PO Box 149345  
Austin, TX 78714-9345  
Phone: (800) 479-0523  
Fax: (512) 460-5538

- N. The Service Provider's Medical Contractor shall allow IHSC Field Medical Coordinators, Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. § 164.512 (k)(5)(i).
- O. The Service Provider's Medical Contractor shall provide ICE detainee medical records to ICE whether created by the Service Provider's Medical Contractor or its sub-Service

Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. § 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- a. The provision of health care to such individuals;
- b. The health and safety of such individual or other inmates;
- c. The health and safety of the officers or employees of or others at the correctional institution;
- d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- e. Law enforcement on the premises of the correctional institution;
- f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
- g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

P. Tuberculosis Screening

The Service Provider's Medical Contractor will perform TB screening as part of the routine intake screening, within 12 hours of detainee admission, early detection of any detainee suspected of having TB disease. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)] and result with a TST interpretation or IGRA positive for TB infection and no symptoms suggestive of TB disease must be evaluated with a chest radiograph within 5 days after the TST is interpreted or IGRA result is received.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms suggestive of TB or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the NDS 2000 and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>.

It is not necessary to house detainees separately from the general population unless there is clinical or radiographic evidence suggestive of TB disease. If chest x-rays are performed on-site, they will be performed by a trained and qualified health care provider

and interpreted by a credentialed radiologist. There will be a non-punitive process in place for detainees who refuse the screening assessment for TB.

The Service Provider's Medical Contractor will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the alien number with other identifying information. For detainees with confirmed or suspected TB disease, the Service Provider's Medical Contractor will coordinate with IHSC and the local health department prior to release to facilitate release planning and referrals for continuity of care.

The Service Provider's Medical Contractor will evaluate detainees annually for symptoms, consistent with TB, within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

Q. Radiology Service Provider

If the Service Provider's Medical Contractor utilizes tele-radiology for Tuberculosis screening, the requirement will be included into the established bed day rate for this IGSA.

R. Airborne precautions

Upon intake, if medical or custody staff believes the detainee may have an airborne communicable disease, the detainee shall remain medically isolated in a negative pressure cell and all precautions shall be followed when dealing with the detainee until all appropriate tests are ordered and completed.

**Other areas of concern:**

**Language Access Services:** The Service Provider shall provide language access services, which include interpretation and translation services, for limited English proficient (LEP) detainees. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with detainees who do not read, speak, write, or understand English. Oral interpretation should be provided for residents who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The Service Provider shall also make special provisions for detainees who are illiterate. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Upon request, ICE will assist the Service Provider in obtaining interpretation and translation services through a toll free

line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.

**Disability-Related Services:** The Service Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), their implementing federal regulations, any other applicable disability-related federal law and state law, and its obligations under NDS 2000. Specifically, the Service Provider shall ensure that its building and transportation services are physically accessible for detainees with disabilities. Also, as required under applicable federal and state law and under NDS 2000, the Service Provider shall provide detainees with disabilities with accommodations, auxiliary aids, and modifications to policies, practices, and/or procedures to allow them an equal opportunity to access, participate in, or benefit from detention programs, services, and activities. The Service Provider shall allow for effective communication with detainees with disabilities through the provision of accommodations and auxiliary aids, such as access to sign language interpretation services, as necessary. In addition, deaf detainees shall have access to a TTY telephone and to sign language interpretation services.

**Employee Health:** Employee health files for each employee must be maintained on site, in a locked cabinet by the Health Services Administrator or the employer's designee. Health files are maintained in accordance with DHS and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. First Report of injury forms
- c. Blood borne pathogen exposure documentation.
- d. Annual respirator medical clearance.
- e. Fit test results.
- f. Other employee health documents.

All contract personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
  - a. Chest x-ray if employee has a history of LTBI, treatment history for LTBI or TB disease, if applicable; and
  - b. Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

## 2. Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

- a. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- b. Refuse the vaccination series and complete the Immunization Declination Form.

## Article 7. Employment Screening Requirements

- A. General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.
- B. Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:
  - Criminal conduct, either as substantiated by convictions or independent evidence
  - Misconduct or negligence in employment
  - Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation
  - Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others
  - Falsification and/or omission of pertinent information to influence a favorable employment decision
  - Dishonest conduct, to include failure to honor just debts
  - National security concerns
  - Any other legitimate nondiscriminatory reason that DHS or its components find would adversely affect the efficiency of the service.

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

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

C. SUITABILITY DETERMINATIONS

Sherburne County shall perform security vetting in accordance with paragraphs A, B and G of this agreement, and its own local government policies and procedures.

D. BACKGROUND INVESTIGATIONS

N/A

E. TRANSFERS FROM OTHER DHS CONTRACTS:

N/A

F. CONTINUED ELIGIBILITY

N/A

G. EMPLOYMENT ELIGIBILITY

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

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

H. SECURITY MANAGEMENT

N/A

I. INFORMATION TECHNOLOGY SECURITY CLEARANCE

N/A

**Article 8. Period of Performance**

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

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

#### **Article 9. Inspections, Audit, Surveys, and Tours**

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.
- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
- E. Access to Detainee and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

#### **Article 10. Modifications and Disputes**

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this

Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.

B. Change Orders:

1. The Contracting Officer may, by written order, and with the bilateral agreement of the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
  - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
  - (b) Place of performance of the transportation, escort and stationary guard services.
2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
3. The Service provider must assert its right to an adjustment under this Article prior to its bilateral agreement of the written order including a proposal addressing the cost impacts and detailed supporting data.
4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement.

C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

**Article 11. Adjusting the Bed Day Rate**

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate by submitting a new Jail

Services Cost Statement with a summary of the rate adjustment, break-out of the requested increase amount, and back-up documentation necessary to support the request. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information provided, the fixed bed day rate as stated in this Agreement will be in place for the duration of the agreement.

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

## Article 12. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:
1. By mail:  
  
DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE-ERO-FOD-FSP
  2. By fax: (include a cover sheet with point of contact and number of pages)  
  
802-288-7658
  3. By e-mail:  
  
[Invoice.Consolidation@ice.dhs.gov](mailto:Invoice.Consolidation@ice.dhs.gov)

Invoices submitted by other than these three methods will be returned. The Service Provider's Taxpayer Identification Number (TIN) must be registered in the System for

Award Management (<http://www.sam.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.
15. For Mileage, the itemized monthly invoice shall include a copy of the GSA webpage that shows the mileage rate being applied for that invoice.

**Items 1 through 15 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.**

C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the Burlington Finance Office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, constitutes the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act provided the Service Provider maintains an active registration in the System for Award Management (SAM) and all information is accurate.

### **Article 13. ICE Furnished Property**

A. ICE Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The

suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all ICE furnished property.

- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the Facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any ICE property immediately to ICE.

#### **Article 14. Hold Harmless Provisions**

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

- A. Service Provider Liability Limitations: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligent or tortious conduct of its own officers, employees, and other persons provided coverage pursuant to federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.*(FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). ICE agrees to the extent permitted under Federal law, to waive all claims and causes of action it may have against the Service Provider for any injury, damage or loss to the Government, not otherwise provided for in this agreement, as a result of claims paid or judgments incurred under either the FTCA or FECA. The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration by ICE under this Agreement and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the Department of Justice, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the Department of Justice be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government

property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

- E. Detainee Funds and Property: The Service Provider and its subcontractor(s) shall ensure that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Service Provider and its subcontractor(s) in case of loss.

## **Article 15. Financial Records**

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE will apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

## **Article 16. Transportation**

- A. All transportation of ICE detainees shall be conducted in accordance with the ICE NDS 2000. Except in emergency situations females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for

such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. All transportation services shall be accomplished in an appropriate and economical manner.

- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Minnesota Statute 171.02 allows a licensed peace officer to operate any vehicle or combination of vehicles while on duty.
- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COR or designated ICE official. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detainee to the Facility. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.

- F. Service Provider Furnished Vehicles: If the Service Provider is to use its own vehicles, the following requirements apply to this agreement.
1. The Service Provider shall not allow employees to use their personal vehicles to transport detainees.

2. The Service Provider shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
  3. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards.
  4. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.
- G. Training and Compliance: The Service Provider shall comply with NDS 2000 ICE transportation standards related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- H. Miscellaneous Transportation: The COR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- I. When the COR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- J. The Service Provider shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.
- K. The service provider will make every attempt to comply with pre-scheduled departures. If by unforeseeable circumstances, (weather, traffic, accidents, etc.) the service provider will communicate these situations with ICE.
- L. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties.
- M. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.
- N. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following

requirements are **one way routes from the Facility**. Mileage may vary from the table depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

Mileage From FACILITY	Locations	City	Frequency
<b>(As Determined by the COR)</b>			

- O. Transportation Reporting Requirements: The Service Provider shall document all Transportation movements in accordance with Attachments 6 and 6[a]. This data will be collected through form G-391 (Attachment 6[a]) in excel-based format and submitted to the COR every month, with every invoice. Additionally, Quarterly Status Reports shall be provided as indicated below:

Reporting Requirements	Description
<b>1. Monthly Status Report</b>	The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Data Collection Categories and Descriptions (Attachment 6). An electronic excel based template for data collection will be provided to the contractor upon award to submit as a part of the Monthly Status Report. A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours (time spent performing transportation related activities) and Stationary Guard Hours (time spent performing detention related stationary guard activities). A breakdown of the total number of vehicles used (year, model, and capacity) will also be required if the contractor is using contractor owned vehicles. A list of government vehicles used will be required if the contractor uses government owned vehicles. This information will be available electronically to government users and submitted monthly with each Service Provider invoice.
<b>2. Quarterly Status Report</b>	This report will be produced every three months to document and provide the vehicle telematics data collected from all movement of ERO serviced contract hours for the previous quarter. It will include a summation of the previous Monthly Status reports and document any fluctuations in demand or trends in provided service. Recommendations for surges or lulls will also be included in the quarterly performance

	report along with the Service Provider’s capability to respond.
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**Article 17. Guard Services**

- A. The Service Provider agrees to provide stationary guard services, at a separately agreed hourly rate, on demand by the COR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COR. Qualified detention officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by CO or COR to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COR.
- B. The Service Provider shall provide, and be reimbursed for, two officers for each such remote location, unless additional officers are required, per the direction of the COR or designated ICE officer.
- C. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided during the invoiced period.

**Article 18. Contracting Officer’s Representative (COR)**

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

**Article 19. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 3. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachments 1 and 2 - Wage Determinations)

#### **Article 20. Notification and Public Disclosures**

- A. Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. There shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.
- B. The CO shall be notified in writing of all litigation pertaining to this IGSA and provided copies of any pleadings filed or said litigation within five working days of the filing. The Service Provider shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Service Provider litigation.
- C. The Service Provider shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Service Provider shall coordinate all public information related issues pertaining to ICE detainees with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs. The Service Provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.
- D. With respect to public announcements and press statements on matters related to ICE Detainees and ICE operations, the Service Provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

#### **Article 21. Incident Reporting**

- A. The COR shall be notified immediately in the event of all serious incidents on matters related to ICE detainees and ICE operations. The COR will provide after-hours contact information to the Service Provider at the time of award.

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

## **Article 22. Detainee Privacy**

- A. The Service Provider agrees to comply with the Privacy Act of 1974 (“Act”) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- B. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.
  - 1. “Operation of a system of records,” as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
  - 2. “Record,” as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not

limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

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

### **Article 23. Zero Tolerance for Sexual Harassment, Abuse, and Assault**

- A. The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program of which training will include training on working with vulnerable populations and addressing their vulnerability in the general population. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA) (Attachment 5) and NDS 2000.
- B. The Service Provider will ensure that information regarding the facility's policy on sexual abuse/assault is included in the detainee handbook; that the facility articulates to staff and to detainees and adheres to a standard of zero tolerance for incidents of sexual abuse or assault; that detainees shall be encouraged to promptly report acts of harassment of a sexual nature, or abuse or signs of abuse observed; that victims of sexual abuse are given timely access to emergency medical treatment and crisis intervention services; that training is included for all staff to ensure that they fulfill their responsibilities under the Service Providers' Sexual Abuse and Assault Prevention and Intervention Program; that the facility reports immediately all sexual abuse and/or assault to ICE/ERO; that the Service Provider develops and implements a policy that includes: an evidence protocol for sexual assault, including access to a forensic medical exam, an internal administrative investigation process that will not compromise a criminal investigation. The Service Provider will also maintain a policy that requires medical staff to report allegations or suspicions of sexual assault to appropriate facility staff, how the victim's medical, mental health and future safety needs will be addressed; appropriate disciplinary sanctions, how a detainee may contact the Office of the Inspector General to confidentially report sexual abuse or assault.

### **Article 24. Detainee Telephone Services (DTS)**

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE NDS 2000 on 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.

- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the 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.
- D. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS contractor to ICE detainees, based upon concurrence between ICE and the Service Provider, 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.
- E. The Service Provider shall inspect telephones for serviceability, in accordance with ICE NDS 2000. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

CC. DTS Contractor Information:

Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

Customer Relations Manager  
(334) 375-  
[@taltoncommunications.com](mailto:@taltoncommunications.com)

Operations Manager  
(334) 375-  
[@taltoncommunications.com](mailto:@taltoncommunications.com)

**Article 25. Government Use of 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.