

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 [REDACTED] WASHINGTON DC 205	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF P O BOX 230 DILLEY TX 780170230 CODE 0916926400000 FACILITY CODE	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; text-align: center;">(x)</td> <td>9A. AMENDMENT OF SOLICITATION NO.</td> </tr> <tr> <td></td> <td>9B. DATED (SEE ITEM 11)</td> </tr> <tr> <td style="text-align: center;">x</td> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012</td> </tr> <tr> <td></td> <td>10B. DATED (SEE ITEM 13) 09/26/2018</td> </tr> </table>	(x)	9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012		10B. DATED (SEE ITEM 13) 09/26/2018
(x)	9A. AMENDMENT OF SOLICITATION NO.								
	9B. DATED (SEE ITEM 11)								
x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012								
	10B. DATED (SEE ITEM 13) 09/26/2018								

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. **FA LURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. 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: 091692640
COR: [REDACTED] 830-378-[REDACTED]
Alternate COR: [REDACTED], 210-283-[REDACTED]
Contracting Officer: [REDACTED] v, 202-732-[REDACTED]

The purpose of this modification is to:
Incorporate the following classifications and corresponding hourly wage rates into Inter-Governmental Service Agreement (IGSA) 70CDCR18DIG000012:
Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a) "Assistant Shift Supervisor" at the hourly wage rate [REDACTED]</p> <p>b) "Chaplain" at the hourly wage of [REDACTED]</p> <p>c) "Manager, Learning and Development" at the hourly wage of [REDACTED]</p> <p>d) "Recreation Supervisor" at the hourly wage of [REDACTED]</p> <p>e) "Safety Manager" at the hourly wage of [REDACTED]</p> <p>f) "Warehouse Manager" at the hourly wage of [REDACTED]</p> <p>The aforementioned classifications and hourly wage rates were approved by the U.S. Department of Labor, Wage and Hour Division, on March 26, 2019. The approved conformed classification and wage rate are in addition to the fringe benefits rate of [REDACTED] listed on Wage Determination (WD) 2015-5291 (Rev.10), dated July 3, 2018. This WD is applicable to IGSA number 70CDCR18DIG000012 for detention services at South Texas Residential Center in Dilley, Frio County, Texas. The approved conformed classification and wage rate are retroactive to the commencement date of the IGSA, September 26, 2018.</p> <p>All other terms and conditions of this IGSA remain unchanged. Period of Performance: 09/26/2018 to 09/22/2021</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF P O BOX 230 DILLEY TX 780170230	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">(x) 9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;"></td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012</td> <td></td> </tr> <tr> <td>10B. DATED (SEE ITEM 13)</td> <td>09/26/2018</td> </tr> </table>	(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012		10B. DATED (SEE ITEM 13)	09/26/2018
(x) 9A. AMENDMENT OF SOLICITATION NO.									
9B. DATED (SEE ITEM 11)									
x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012									
10B. DATED (SEE ITEM 13)	09/26/2018								
CODE 0916926400000 FACILITY CODE									

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12. ACCOUNTING AND APPROPRIATION DATA (If required)
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral IGSA Modification

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: 091692640
COR: [REDACTED], 830-378-[REDACTED]
Alternate COR: [REDACTED], 210-283-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to:
Incorporate the following requirement into this agreement:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR18DIG000012/P00002

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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Case Managers:</p> <p>Center will assign a case manager to each family. The case managers will provide counseling and guidance on accessing Center programs and services and other tasks that directly support residents' access and engagement in Center programs and services. The case manager also will provide resident orientations and education opportunities, and assist residents in communicating with other service providers as needed. Additionally, case managers will be required to meet at least every 10 days with each head of household to ensure he/she can access Center programming and services, and document those interactions. Center case managers will not be used to perform other direct care (e.g., security-related duties), except temporarily during an emergency.</p> <p>All other terms and conditions of this IGSA remain unchanged. Period of Performance: 09/26/2018 to 09/22/2021</p>				

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF P O BOX 230 DILLEY TX 780170230	(x)	9A. AMENDMENT OF SOLICITATION NO.
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	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
		10B. DATED (SEE ITEM 13) 09/26/2018
CODE 0916926400000	FACILITY CODE	

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DUNS Number: 091692640
COR: [REDACTED], 830-378-[REDACTED]
Alternate COR: [REDACTED] 210-283-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED]

The purpose of this modification is to incorporate wage determination number 2015-5291, Revision 13 dated 7/16/2019 in accordance with Service Contract Labor Standards.
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
_____ (Signature of person authorized to sign)	[REDACTED] /2/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR18DIG000012/P00003

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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Attachment A: WD number 2015-5291, Revision 13 dated 7/16/2019</p> <p>Period of Performance: 09/26/2018 to 09/22/2021 All other terms and conditions of this IGSA remain unchanged.</p>				

ATTACHMENT A

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 2015-5291

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

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

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Frio

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.86

01012 - Accounting Clerk II	15.56
01013 - Accounting Clerk III	17.41
01020 - Administrative Assistant	21.69
01035 - Court Reporter	16.67
01041 - Customer Service Representative I	11.69
01042 - Customer Service Representative II	13.14
01043 - Customer Service Representative III	14.34
01051 - Data Entry Operator I	12.34
01052 - Data Entry Operator II	13.46
01060 - Dispatcher Motor Vehicle	16.89
01070 - Document Preparation Clerk	13.18
01090 - Duplicating Machine Operator	13.18
01111 - General Clerk I	12.73
01112 - General Clerk II	13.90
01113 - General Clerk III	15.60
01120 - Housing Referral Assistant	18.58
01141 - Messenger Courier	11.98
01191 - Order Clerk I	14.20
01192 - Order Clerk II	15.51
01261 - Personnel Assistant (Employment) I	15.06
01262 - Personnel Assistant (Employment) II	16.85
01263 - Personnel Assistant (Employment) III	18.79
01270 - Production Control Clerk	19.27
01290 - Rental Clerk	13.77
01300 - Scheduler Maintenance	14.90
01311 - Secretary I	14.90
01312 - Secretary II	16.67
01313 - Secretary III	18.58
01320 - Service Order Dispatcher	15.10
01410 - Supply Technician	21.69
01420 - Survey Worker	14.74
01460 - Switchboard Operator/Receptionist	13.03
01531 - Travel Clerk I	13.18
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	14.49
01611 - Word Processor I	12.91
01612 - Word Processor II	14.50
01613 - Word Processor III	16.21
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.08
05010 - Automotive Electrician	19.28

05040 - Automotive Glass Installer	18.03
05070 - Automotive Worker	18.03
05110 - Mobile Equipment Servicer	15.55
05130 - Motor Equipment Metal Mechanic	20.44
05160 - Motor Equipment Metal Worker	18.03
05190 - Motor Vehicle Mechanic	20.44
05220 - Motor Vehicle Mechanic Helper	14.31
05250 - Motor Vehicle Upholstery Worker	16.78
05280 - Motor Vehicle Wrecker	18.03
05310 - Painter Automotive	19.28
05340 - Radiator Repair Specialist	18.03
05370 - Tire Repairer	13.86
05400 - Transmission Repair Specialist	20.44
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.36
07041 - Cook I	10.67
07042 - Cook II	12.37
07070 - Dishwasher	8.99
07130 - Food Service Worker	9.97
07210 - Meat Cutter	15.01
07260 - Waiter/Waitress	9.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.32
09040 - Furniture Handler	12.04
09080 - Furniture Refinisher	19.59
09090 - Furniture Refinisher Helper	14.57
09110 - Furniture Repairer Minor	17.07
09130 - Upholsterer	19.59
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.38
11060 - Elevator Operator	10.30
11090 - Gardener	16.26
11122 - Housekeeping Aide	10.30
11150 - Janitor	10.30
11210 - Laborer Grounds Maintenance	12.37
11240 - Maid or Houseman	9.78
11260 - Pruner	11.08
11270 - Tractor Operator	14.97
11330 - Trail Maintenance Worker	12.37
11360 - Window Cleaner	11.50
12000 - Health Occupations	

12010 - Ambulance Driver	17.28
12011 - Breath Alcohol Technician	19.55
12012 - Certified Occupational Therapist Assistant	31.35
12015 - Certified Physical Therapist Assistant	30.60
12020 - Dental Assistant	16.37
12025 - Dental Hygienist	40.65
12030 - EKG Technician	27.71
12035 - Electroneurodiagnostic Technologist	27.71
12040 - Emergency Medical Technician	17.28
12071 - Licensed Practical Nurse I	17.48
12072 - Licensed Practical Nurse II	19.55
12073 - Licensed Practical Nurse III	21.80
12100 - Medical Assistant	13.85
12130 - Medical Laboratory Technician	20.44
12160 - Medical Record Clerk	14.65
12190 - Medical Record Technician	16.39
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	42.97
12221 - Nursing Assistant I	11.61
12222 - Nursing Assistant II	13.05
12223 - Nursing Assistant III	14.24
12224 - Nursing Assistant IV	15.99
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	17.23
12280 - Phlebotomist	17.27
12305 - Radiologic Technologist	26.41
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	24.22
12320 - Substance Abuse Treatment Counselor	20.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38
13042 - Illustrator II	21.54

13043 - Illustrator III		26.37
13047 - Librarian		23.88
13050 - Library Aide/Clerk		18.30
13054 - Library Information Technology Systems Administrator		21.54
13058 - Library Technician		13.22
13061 - Media Specialist I		15.54
13062 - Media Specialist II		17.38
13063 - Media Specialist III		19.39
13071 - Photographer I		14.87
13072 - Photographer II		16.64
13073 - Photographer III		20.61
13074 - Photographer IV		25.20
13075 - Photographer V		30.50
13090 - Technical Order Library Clerk		15.80
13110 - Video Teleconference Technician		15.65
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.62
14042 - Computer Operator II		15.24
14043 - Computer Operator III		17.03
14044 - Computer Operator IV		19.00
14045 - Computer Operator V		21.10
14071 - Computer Programmer I	(see 1)	20.83
14072 - Computer Programmer II	(see 1)	25.80
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.62
14160 - Personal Computer Support Technician		19.00
14170 - System Support Specialist		22.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.51
15020 - Aircrew Training Devices Instructor (Rated)		34.51
15030 - Air Crew Training Devices Instructor (Pilot)		41.36
15050 - Computer Based Training Specialist / Instructor		28.51
15060 - Educational Technologist		31.90
15070 - Flight Instructor (Pilot)		41.36
15080 - Graphic Artist		19.83
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.36

15086 - Maintenance Test Pilot Rotary Wing	41.36
15088 - Non-Maintenance Test/Co-Pilot	41.36
15090 - Technical Instructor	19.50
15095 - Technical Instructor/Course Developer	23.62
15110 - Test Proctor	14.20
15120 - Tutor	14.20
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.51
16030 - Counter Attendant	9.51
16040 - Dry Cleaner	11.55
16070 - Finisher Flatwork Machine	9.51
16090 - Presser Hand	9.51
16110 - Presser Machine Drycleaning	9.51
16130 - Presser Machine Shirts	9.51
16160 - Presser Machine Wearing Apparel Laundry	9.51
16190 - Sewing Machine Operator	12.20
16220 - Tailor	12.79
16250 - Washer Machine	10.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.84
19040 - Tool And Die Maker	25.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	19.27
21040 - Material Expediter	19.27
21050 - Material Handling Laborer	13.21
21071 - Order Filler	11.75
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.85
21130 - Shipping/Receiving Clerk	13.85
21140 - Store Worker I	11.40
21150 - Stock Clerk	15.89
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23019 - Aircraft Logs and Records Technician	18.62
23021 - Aircraft Mechanic I	22.69
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	25.15
23040 - Aircraft Mechanic Helper	15.89

23050 - Aircraft Painter	21.40
23060 - Aircraft Servicer	18.62
23070 - Aircraft Survival Flight Equipment Technician	21.40
23080 - Aircraft Worker	20.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	20.01
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	22.69
II	
23110 - Appliance Mechanic	18.87
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	28.48
23130 - Carpenter Maintenance	16.74
23140 - Carpet Layer	18.94
23160 - Electrician Maintenance	22.51
23181 - Electronics Technician Maintenance I	20.37
23182 - Electronics Technician Maintenance II	23.42
23183 - Electronics Technician Maintenance III	27.84
23260 - Fabric Worker	17.62
23290 - Fire Alarm System Mechanic	20.17
23310 - Fire Extinguisher Repairer	16.33
23311 - Fuel Distribution System Mechanic	18.21
23312 - Fuel Distribution System Operator	13.85
23370 - General Maintenance Worker	15.31
23380 - Ground Support Equipment Mechanic	22.69
23381 - Ground Support Equipment Servicer	18.62
23382 - Ground Support Equipment Worker	20.01
23391 - Gunsmith I	16.33
23392 - Gunsmith II	18.94
23393 - Gunsmith III	21.47
23410 - Heating Ventilation And Air-Conditioning Mechanic	16.41
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	17.25
23430 - Heavy Equipment Mechanic	23.25
23440 - Heavy Equipment Operator	17.69
23460 - Instrument Mechanic	21.47
23465 - Laboratory/Shelter Mechanic	20.25
23470 - Laborer	13.11
23510 - Locksmith	19.77
23530 - Machinery Maintenance Mechanic	23.06
23550 - Machinist Maintenance	20.31

23580 - Maintenance Trades Helper	13.77
23591 - Metrology Technician I	21.47
23592 - Metrology Technician II	22.63
23593 - Metrology Technician III	23.80
23640 - Millwright	20.33
23710 - Office Appliance Repairer	19.32
23760 - Painter Maintenance	17.87
23790 - Pipefitter Maintenance	21.31
23810 - Plumber Maintenance	20.74
23820 - Pneudraulic Systems Mechanic	21.47
23850 - Rigger	21.47
23870 - Scale Mechanic	18.94
23890 - Sheet-Metal Worker Maintenance	18.80
23910 - Small Engine Mechanic	16.23
23931 - Telecommunications Mechanic I	23.90
23932 - Telecommunications Mechanic II	25.19
23950 - Telephone Lineman	22.25
23960 - Welder Combination Maintenance	18.48
23965 - Well Driller	18.06
23970 - Woodcraft Worker	21.47
23980 - Woodworker	15.94
24000 - Personal Needs Occupations	
24550 - Case Manager	12.27
24570 - Child Care Attendant	9.46
24580 - Child Care Center Clerk	11.80
24610 - Chore Aide	9.37
24620 - Family Readiness And Support Services Coordinator	12.27
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.55
25040 - Sewage Plant Operator	17.60
25070 - Stationary Engineer	22.55
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	17.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.41
27007 - Baggage Inspector	13.59
27008 - Corrections Officer	18.80
27010 - Court Security Officer	18.26
27030 - Detection Dog Handler	15.21

27040 - Detention Officer	18.80
27070 - Firefighter	17.58
27101 - Guard I	13.59
27102 - Guard II	15.21
27131 - Police Officer I	21.86
27132 - Police Officer II	24.29
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.74
28042 - Carnival Equipment Repairer	13.85
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	12.83
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.35
28510 - Recreation Aide/Health Facility Attendant	10.47
28515 - Recreation Specialist	17.50
28630 - Sports Official	11.43
28690 - Swimming Pool Operator	16.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	19.65
29042 - Stevedore II	22.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.44
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.75
30021 - Archeological Technician I	17.95
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.87
30030 - Cartographic Technician	24.87
30040 - Civil Engineering Technician	18.63
30051 - Cryogenic Technician I	27.55
30052 - Cryogenic Technician II	30.42
30061 - Drafter/CAD Operator I	17.95
30062 - Drafter/CAD Operator II	20.08
30063 - Drafter/CAD Operator III	22.39
30064 - Drafter/CAD Operator IV	27.24
30081 - Engineering Technician I	16.31
30082 - Engineering Technician II	18.34
30083 - Engineering Technician III	20.47

30084 - Engineering Technician IV	25.40
30085 - Engineering Technician V	31.02
30086 - Engineering Technician VI	37.53
30090 - Environmental Technician	23.75
30095 - Evidence Control Specialist	24.87
30210 - Laboratory Technician	20.73
30221 - Latent Fingerprint Technician I	27.55
30222 - Latent Fingerprint Technician II	30.42
30240 - Mathematical Technician	24.87
30361 - Paralegal/Legal Assistant I	17.49
30362 - Paralegal/Legal Assistant II	21.66
30363 - Paralegal/Legal Assistant III	26.50
30364 - Paralegal/Legal Assistant IV	32.06
30375 - Petroleum Supply Specialist	30.42
30390 - Photo-Optics Technician	21.27
30395 - Radiation Control Technician	30.42
30461 - Technical Writer I	24.87
30462 - Technical Writer II	30.42
30463 - Technical Writer III	36.54
30491 - Unexploded Ordnance (UXO) Technician I	28.24
30492 - Unexploded Ordnance (UXO) Technician II	34.17
30493 - Unexploded Ordnance (UXO) Technician III	40.96
30494 - Unexploded (UXO) Safety Escort	28.24
30495 - Unexploded (UXO) Sweep Personnel	28.24
30501 - Weather Forecaster I	27.55
30502 - Weather Forecaster II	33.51
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.39
30621 - Weather Observer Senior	(see 2) 24.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.17
31020 - Bus Aide	10.26
31030 - Bus Driver	15.05
31043 - Driver Courier	13.04
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	14.16
31310 - Taxi Driver	11.80
31361 - Truckdriver Light	14.16
31362 - Truckdriver Medium	15.27
31363 - Truckdriver Heavy	18.94
31364 - Truckdriver Tractor-Trailer	18.94

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

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF P O BOX 230 DILLEY TX 780170230	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
		10B. DATED (SEE ITEM 13) 09/26/2018

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) Unilateral IGSA Modification

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: 091692640
COR: [REDACTED], 830-378-[REDACTED]
Alternate COR: [REDACTED], 210-283-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED]

The purpose of this modification is to specify that the wage determination number 2015-5291, Revision 13 dated 7/16/2019 incorporated into this IGSA under P00003 is effective retro to September 26, 2019.
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED 1/23/2020

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR18DIG000012/P00004

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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/26/2018 to 09/22/2021 All other terms and conditions of this IGSA remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF P O BOX 230 DILLEY TX 780170230		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 0916926400000		9B. DATED (SEE ITEM 11) 4-22-2020		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012		
		10B. DATED (SEE ITEM 13) 09/26/2018		

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) In accordance with Article 10 of the IGSA 70CDCR18DIG000012

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: 091692640

COR: [REDACTED] 830-378-[REDACTED]

Alternate COR: [REDACTED] 210-283-[REDACTED]

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

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

The purpose of this modification is to increase the rates for CLIN 0001 Residential Beds; CLIN 0003 Transportation over [REDACTED] miles; CLIN 0005 Guard Rate for up to [REDACTED] hours; and CLIN 0006 Medical Rovers due to wage determination number 2015-5291, Revision 13 dated 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] CITY ADMINISTRATOR	15C. DATE SIGNED 4-22-2020	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	16C. DATE SIGNED 4/24/2020
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>7/16/2019. The administrative changes have been incorporated as follows into this modification:</p> <p>a) CLIN 0001 Residential Beds up to [REDACTED] has been updated to an informational CLIN only with rate information reflected in CLIN 0001A and 0001B.</p> <p>b) CLIN 0001A has been added to reflect the monthly rate of [REDACTED] effective for the period of performance 09/26/2018 through 09/25/2019.</p> <p>c) CLIN 0001B has been added to reflect the monthly rate change from [REDACTED] by [REDACTED] effective for the period of performance 09/26/2019 through 09/22/2021 as a result of the wage determination fringe benefit increase.</p> <p>d) CLIN 0001C has been added to reflect the retroactive backpay amount of [REDACTED] approved for fringe benefits between 09/26/2019 and 02/29/2020. This is a one time payment to be satisfied on the FY19 Task Order.</p> <p>e) CLIN 0003 has been updated to reflect a per mile rate change from [REDACTED] by [REDACTED] effective for the period of performance 09/26/2019 through 09/22/2021.</p> <p>f) CLIN 0005 has been updated to reflect an hourly rate change from [REDACTED] effective for the period of performance 09/26/2019 through 09/22/2021.</p> <p>g) CLIN 0006 Medical Rovers has been updated to an informational CLIN only with rate information reflected in CLIN 0006A and 0006B</p> <p>h) CLIN 0006A has been added to reflect the monthly rate of [REDACTED] effective for the period of performance 09/26/2018 through 09/25/2019.</p> <p>i) CLIN 0006B has been added to reflect the monthly rate change from [REDACTED] to [REDACTED] effective for the period of performance 09/26/2019 through 09/22/2021 as a result of the wage determination fringe benefit</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>increase.</p> <p>The ceiling price for this IGSA has increased as follows as a result of this modification:</p> <p>FROM: \$ [REDACTED] BY: \$ [REDACTED] TO: \$ [REDACTED] Period of Performance: 09/26/2018 to 09/22/2021</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>Residential Beds up to [REDACTED] This CLIN accounts for security, food, housing, recreation, clothing, pro bono telephone calls, religious meals, and transportation and fuel related expenses to medical and legal/court trips. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
	<p>Add Item 0001A as follows:</p>				
0001A	<p>Residential Beds up to [REDACTED]</p> <p>Bed Day Rate effective 09/26/2018 through 09/25/2019:</p> <p>[REDACTED] per Month Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
	<p>Add Item 0001B as follows:</p>				
0001B	<p>Residential Beds up to [REDACTED]</p> <p>Bed Day Rate effective 09/26/2019 through 09/22/2021:</p> <p>[REDACTED] per Month Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
	<p>Add Item 0001C as follows: Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001C	<p>This CLIN is administrative in nature and accounts for the [REDACTED] in retroactive backpay for increased fringe benefits 09/26/2019 through 02/29/2020. This is a one time payment that will be satisfied on the current task order. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				0.00
0003	<p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Over [REDACTED] miles</p> <p>This transportation CLIN accounts for all expenses (including fuel) associated with transportation over [REDACTED] miles</p> <p>The rate per mile for CLIN 0003 has increased as follows:</p> <p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
0005	<p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>Guard Rate</p> <p>This CLIN provided a fully burdened labor rate for up to [REDACTED] hours of guard services</p> <p>The hourly rate for CLIN 0005 has increased as follows effective 09/26/2019:</p> <p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
	<p>Change Item 0006 to read as follows (amount shown Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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5 5

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
0006	Medical Rovers Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 0006A as follows:				
0006A	Medical Rovers Rate effective 09/26/2018 through 09/25/2019: [REDACTED] per Month Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 0006B as follows:				
0006B	Medical Rovers Rate effective 09/26/2019 through 09/22/2021: [REDACTED] per Month Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	All other terms and conditions of this IGSA remain unchanged.				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00006 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 [REDACTED] WASHINGTON DC 205 [REDACTED]
 ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 [REDACTED]

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 DILLEY CITY OF ATTN [REDACTED] 9B. DATED (SEE ITEM 11)
 P O BOX 230 DILLEY TX 780170230
 10A. MODIFICATION OF CONTRACT/ORDER NO. x 70CDCR18DIG000012
 10B. DATED (SEE ITEM 13) 09/26/2018
 CODE 0916926400000 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 Administrative Actions

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: 091692640
 Updated COR: [REDACTED], 979-398-[REDACTED]
 Updated Alternate COR: [REDACTED] 830-378-[REDACTED]
 Updated Contracting Officer: [REDACTED], 202-732-[REDACTED]
 Updated Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to accomplish the following three actions:
 1. This modification shall update the COR and ACOR Points of Contact as follows:
 The Contracting Officer Representative (COR) is hereby updated from [REDACTED] to [REDACTED]
 Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR18DIG000012/P00006

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2 2

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>██████████ The Alternate Contracting Officer Representative (ACOR) is hereby updated from ██████████ to ██████████</p> <p>2. This modification authorizes the repurposing of South Texas Family Residential Center to a family unit residence. This includes two-parent family units, in addition to its current population of single Head of Household families. This change is effective July 22, 2020.</p> <p>3. This modification also adopts the 2020 Family Residential Standards. A crosswalk of the new standards versus the old standards is attached. Period of Performance: 09/26/2018 to 09/22/2021 All other terms and conditions of this IGSA remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007	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 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, Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (In, street, county, State and ZIP Code) DILLEY CITY OF ATTN P O BOX 230 DILLEY TX 780170230		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0916926400000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012	10B. DATED (SEE ITEM 13) 09/26/2018

H. 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) Administrative Actions

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: 091692640
COR: 979-398-
Alternate COR: 830-378-
Contracting Officer: 202-732-
Contract Specialist: 202-732-

The purpose of this modification is to accomplish the following three actions:

1. This modification shall update the Period of Performance as follows:
The Period of Performance end date is hereby extended from 09/22/2021 through 9/30/2026.
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) Mary Ann Obregon, Mayor	
15B. CONTRACTOR/OFFEROR <i>Mary Ann Obregon</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9-15-2020

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>The Period of Performance for this action is now 9/26/2018 - 9/30/2026.</p> <p>2. This modification authorizes creation of CLIN 0007 to the South Texas Family Residential Center contract. This CLIN allows for the construction of additional fencing at the facility and establishes the Not To Exceed amount of [REDACTED]</p> <p>Period of Performance: 09/26/2018 to 09/30/2026</p> <p>Add Item 0007 as follows:</p> <p>Construction of Additional Fencing</p> <p>Not To Exceed the amount of [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions of this IGSA remain unchanged.</p>				[REDACTED]

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	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, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
		10B. DATED (SEE ITEM 13) 09/26/2018

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:
	D. OTHER (Specify type of modification and authority)
X	Other Administrative Action

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: 091692640
 COR: [REDACTED], 979-398-[REDACTED]
 Alternate COR: [REDACTED] 830-378-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to incorporate the updated U.S. Department of Labor (DoL) Wage Determination (WD) 2015-5291, Revision 16, dated 12/21/2020, into this Inter-Governmental Service Agreement (IGSA).

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. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR18DIG000012/P00008

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2 2

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Please see Attachment 1_WD_2015-5291-rev16_12212020.</p> <p>Period of Performance: 09/26/2018 to 09/22/2021 All other terms and conditions of this IGSA remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	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, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
		10B. DATED (SEE ITEM 13) 09/26/2018
CODE 0916926400000	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	Other Administrative Action

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: 091692640
COR: [REDACTED], 979-398-[REDACTED]
Alternate COR: [REDACTED] 830-378-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to:

1) Unincorporate the Department of Labor (DoL) Wage Determination (WD) 2015-5291, Revision 16, dated 12/21/2020, from this Inter-Governmental Service Agreement (IGSA).
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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Incorporate the updated DoL WD 2015-5291, Revision 15, dated 05/28/2020, into this Inter-Governmental Service Agreement (IGSA).</p> <p>Please see Attachment 1_WD_2015-5291_rev15_05282020.</p> <p>Period of Performance: 09/26/2018 to 09/22/2021 All other terms and conditions of this IGSA remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
	10B. DATED (SEE ITEM 13) 09/26/2018

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:
	D. OTHER (Specify type of modification and authority)
X	Other Administrative Action

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: 091692640
COR: [REDACTED] 979-398-[REDACTED]
Alternate COR: [REDACTED], 830-378-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to add CLIN 0008 to this Inter-Governmental Service Agreement (IGSA). CLIN 0008 is for COVID-19 Related Supplies and Equipment. Funding for this CLIN will be provided at the task order level.

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Period of Performance: 09/26/2018 to 09/22/2021 Add Item 0008 as follows: COVID-19 Related Supplies and Equipment Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions of this IGSA remain unchanged.				0.00

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	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, [REDACTED] Washington DC 20	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
		10B. DATED (SEE ITEM 13) 09/26/2018

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:
	D. OTHER (Specify type of modification and authority)
X	Other Administrative Action

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: 091692640
COR: [REDACTED], 979-398-[REDACTED]
Alternate COR: [REDACTED], 830-378-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to:

1) Incorporate the service provider's approved Request for Equitable Adjustment (REA) into this task order. The effective date of this approved REA is April 1, 2021. Please see CLIN 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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001B	<p>0001B below for details regarding monthly rate increases, effective April 1, 2021.</p> <p>2) The total Retroactive Payment of [REDACTED] is approved for this REA. The service provider may submit one (1) invoice on or after April 1, 2021 in the amount of [REDACTED]. Funding will be provided at the task order level. The breakdown of the total Retroactive Payment is provided as follows:</p> <p>a) For Task Order 70CDCR19FIGR00255, the service provider may invoice in the amount of [REDACTED].</p> <p>b) For Task Order 70CDCR20FIGR00290, the service provider may invoice in the amount of [REDACTED].</p> <p>3) Extend the Period of Performance for CLINS 0003, 0005, and 0008 from 09/22/2021 to 09/30/2026, in accordance with the extension of the period of performance of this IGSA incorporated via P00007.</p> <p>4) Change the end date of the period of performance of this IGSA in PRISM from 09/22/2021 to 09/30/2026, in accordance with the extension of the period of performance of this IGSA incorporated via P00007.</p> <p>5) With this Modification, the total value of this IGSA is increased by [REDACTED], from [REDACTED] to [REDACTED]. Period of Performance: 09/26/2018 to 09/30/2026</p> <p>Change Item 0001B to read as follows (amount shown is the obligated amount):</p> <p>Residential Beds up to [REDACTED].</p> <p>With this Modification (P00011), the Bed Day Rate effective from 04/01/2021 through 09/22/2021 is increased by [REDACTED], from [REDACTED] to [REDACTED] per month.</p> <p>The total value of this CLIN is increased by [REDACTED], which includes the amount of the approved retroactive payment of [REDACTED], and the increase of the monthly rate for this CLIN from 04/01/2021 to 09/22/2021.</p> <p>The total value of this CLIN is increased: Continued ...</p>				[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
0003	<p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Over [REDACTED] miles</p> <p>This transportation CLIN accounts for all expenses (including fuel) associated with transportation over [REDACTED] miles</p> <p>The rate per mile for CLIN 0003 has increased as follows:</p>				[REDACTED]
	<p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
0005	<p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>Guard Rate</p> <p>This CLIN provided a fully burdened labor rate for up to [REDACTED] hours of guard services</p> <p>The hourly rate for CLIN 0005 has increased as follows effective 09/26/2019:</p>				[REDACTED]
	<p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
	<p>Change Item 0008 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR18DIG000012/P00011

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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	COVID-19 Related Supplies and Equipment Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions of this IGSA remain unchanged.				0.00

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	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, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
		10B. DATED (SEE ITEM 13) 09/26/2018

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:
	D. OTHER (Specify type of modification and authority)
X	Other Administrative Action

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: 091692640
 COR: [REDACTED] 979-398-[REDACTED]
 Alternate COR: [REDACTED], 830-378-[REDACTED]
 Contracting Officer: [REDACTED], 202-732-[REDACTED]
 Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to:

- 1) Extend the period of performance of CLIN 0001B from 09/22/2021 to 09/30/2026, in accordance with the extension of the period of performance of this IGSA
- 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. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>incorporated via P00007. Please see CLIN 0001B below for details.</p> <p>2) Correct the effective date of the hourly rate stated in CLIN 0005 from 09/26/2019 to 09/26/2020.</p> <p>With this Modification, the total value of this IGSA remains unchanged at [REDACTED] Period of Performance: 09/26/2018 to 09/30/2026</p> <p>Change Item 0001B to read as follows (amount shown is the obligated amount):</p>				
0001B	<p>Residential Beds up to [REDACTED] Monthly Rate: [REDACTED] per month.</p> <p>With this Modification (P00012), the period of performance of this CLIN is extended from 09/22/2021 to 09/30/2026.</p> <p>The total value of this CLIN remains unchanged at [REDACTED]. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
0005	<p>Guard Hourly Rate: [REDACTED]</p> <p>This CLIN provides a fully burdened labor rate for up to [REDACTED] hours of guard services. The effective date for the hourly rate for CLIN 0005 is 9/26/2020. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions of this IGSA remain unchanged.</p>				[REDACTED]

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
	10B. DATED (SEE ITEM 13) 09/26/2018

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:
	D. OTHER (Specify type of modification and authority)
X	Other Administrative Action

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: 091692640
COR: [REDACTED] 979-398-[REDACTED]
Alternate COR: [REDACTED], 830-378-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to incorporate the updated U.S. Department of Labor (DoL) Wage Determination (WD) 2015-5291, Revision 18, dated 07/21/2021, into this Inter-Governmental Service Agreement (IGSA).

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)	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Please see Attachment 1_WD_2015-5291_rev18_07212021.</p> <p>With this Modification, the total value of this IGSA remains unchanged at [REDACTED] Period of Performance: 09/26/2018 to 09/30/2026 All other terms and conditions of this IGSA remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON D	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, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
		10B. DATED (SEE ITEM 13) 09/26/2018
CODE 0916926400000	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	Other Administrative Action

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: 091692640
COR: [REDACTED], 979-398-[REDACTED]
Alternate COR: [REDACTED] 830-378-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to:

1) Incorporate the service provider's approved Request for Equitable Adjustment (REA) into this task order. The effective date of this approved REA is December 1, 2021. Please see Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10

15A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLINs 0001 and 0006C below for details regarding monthly rate increases, effective December 1 , 2021.</p> <p>2) The total Retroactive Payment of [REDACTED] is approved for this REA. The service provider may submit one (1) invoice on or after December 1, 2021 in the amount of [REDACTED]. Funding will be provided at the task order level.</p> <p>The breakdown of the total Retroactive Payment is provided as follows:</p> <p>a) For Task Order 70CDCR21FIGR00263, the service provider may invoice in the amount of [REDACTED]</p> <p>3) With this Modification, the total value of this IGSA is increased by [REDACTED], from [REDACTED] period of performance: 09/26/2018 to 09/30/2026</p> <p>Change Item 0001B to read as follows (amount shown is the obligated amount):</p> <p>0001B Residential Beds up to [REDACTED]. Monthly Rate: [REDACTED] per month.</p> <p>With this Modification (P00014):</p> <p>1) The total monthly rate is increased by [REDACTED]</p> <p>2) The total value of this CLIN is increased by [REDACTED]. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p>				<p>[REDACTED]</p>
0003	<p>Transportation Over [REDACTED] miles</p> <p>This transportation CLIN accounts for all expenses (including fuel) associated with transportation over [REDACTED] miles</p> <p>Continued ...</p>				<p>[REDACTED]</p>

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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006C	<p>The rate per mile for CLIN 0003 has increased as follows:</p> <p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0006C as follows:</p> <p>Medical Rovers</p> <p>Rate effective 09/23/2021 through 09/22/2022: [REDACTED] per Month</p> <p>The total value of this CLIN is [REDACTED]. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions of this IGSA remain unchanged.</p>				[REDACTED]

2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DILLEY CITY OF ATTN [REDACTED] P O BOX 230 DILLEY TX 780170230	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000012
	10B. DATED (SEE ITEM 13) 09/26/2018

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:
	D. OTHER (Specify type of modification and authority)
X	Other Administrative Action

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: 091692640
COR: [REDACTED], 979-398-[REDACTED]
Alternate COR: [REDACTED], 830-378-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to:

1) Clarify the effective date of the REA (incorporated via P00014) for CLIN 0001B as September 26, 2021.
Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001B	<p>2) Extend the period of performance of CLIN 0002 to 09/25/2022, and increase the monthly amount by [REDACTED] per month in accordance with the approved REA. Please see CLIN 0002 below for details.</p> <p>3) Clarify the effective dates for CLIN 0006C as mentioned below (see CLIN 0006C).</p> <p>4) Provide breakdown of Retroactive Payment incorporated on Modification P00014 in the amount of [REDACTED] as follows:</p> <p>September 26-30, 2021: [REDACTED] October 1 - 31, 2021: [REDACTED] November 1 - 30: [REDACTED]</p> <p>5) With this Modification, the total value of this IGSA is increased:</p> <p>FROM: [REDACTED] BY: [REDACTED] TO: [REDACTED]</p> <p>Period of Performance: 09/26/2018 to 09/30/2026</p> <p>Change Item 0001B to read as follows (amount shown is the obligated amount):</p> <p>Residential Beds up to [REDACTED]. Monthly Rate: [REDACTED] per month.</p> <p>1) The total monthly rate is [REDACTED] (effective dates: 09/26/2021 to 09/25/2022).</p> <p>2) The total value of this CLIN is [REDACTED]. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
0002	<p>Transportation - Guaranteed This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the Continued ...</p>				[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006C	<p>guaranteed [REDACTED] miles.</p> <p>With this Modification (P00015):</p> <p>The total monthly amount of this CLIN is increased by [REDACTED], from [REDACTED] to [REDACTED].</p> <p>The total quantity on this CLIN is increased by twelve ([REDACTED]) months.</p> <p>The period of performance of this CLIN is extended to 09/25/2022. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0006C to read as follows (amount shown is the obligated amount):</p> <p>Medical Rovers [REDACTED]</p> <p>Rate effective 09/26/2021 through 09/25/2022: [REDACTED] per Month</p> <p>The total value of this CLIN is [REDACTED]. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions of this IGSA remain unchanged.</p>				[REDACTED]

2. CONTRACT (Proc. Inst. Ident.) NO. 70CDCR18DIG000012	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
---	------------------------------------	---

5. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, [REDACTED] WASHINGTON DC 20536	CODE	ICE/DCR	6. ADMINISTERED BY (if other than Item 5) ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE	ICE/DCR
--	------	---------	--	------	---------

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) DILLEY CITY OF P O BOX 230 DILLEY TX 780170230	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT Net 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE 0916926400000	FACILITY CODE	11. SHIP TO/MARK FOR
		12. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FHQ-CAD Williston VT 05495-1620

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304 (a)	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
--	---

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 0 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when
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19A. NAME AND TITLE OF SIGNER (Type or print)

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20C. DATE SIGNED
BY (Signature of person authorized to sign)	[REDACTED]	9-26-18

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BE NG CONTINUED
70CDCR18DIG000012

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NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 091692640 COR: [REDACTED], 830-378-[REDACTED] Alternate COR: [REDACTED], 210-283-[REDACTED] Contracting Officer: [REDACTED], 202-732-[REDACTED]</p> <p>This Inter-Governmental Service Agreement (IGSA) between Immigration and Customs Enforcement (ICE) and the City of Dilley, Texas is for detention services at the South Texas Family Residential Center (STFRC).</p> <p>All terms and conditions are outlined in the attached IGSA (with associated Attachments and Appendices) which has been signed by the vendor and ICE Contracting Officer.</p> <p>All funding will be provided via Task Order awarded against this IGSA. Exempt Action: Y Sensitive Award: NONE Period of Performance: 09/26/2018 to 09/22/2021</p>				
0001	<p>Residential Beds up to [REDACTED]. This CLIN accounts for security, food, housing, recreation, clothing, pro bono telephone calls religious meals, and transportation and fuel related expenses to medical and legal/court trips. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 09/22/2021</p>	[REDACTED]		[REDACTED]	
0002	<p>Transportation - Guaranteed This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed [REDACTED] miles. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 09/22/2021</p>	[REDACTED]		[REDACTED]	
0003	<p>Transportation Over [REDACTED] miles</p> <p>This transportation CLIN accounts for all Continued ...</p>	[REDACTED]		[REDACTED]	

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NAME OF OFFEROR OR CONTRACTOR

DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	expenses (including fuel) associated with transportation over [REDACTED] miles Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 09/22/2021 Education	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0005	This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 09/22/2021 Guard Rate	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0006	This CLIN provided a fully burdened labor rate for up to [REDACTED] hours of guard services Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 09/22/2021 Medical Rovers Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Invoice Instructions: ICE - ERO Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • Invoice.Consolidation@ice.dhs.gov Continued ...	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR

DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: (ICE-ERO-FHQ-CAD)</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include: Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DILLEY CITY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.</p> <p>The total amount of award: [REDACTED]. The obligation for this award is shown in box 15G.</p>				

70CDCR18DIG000012
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
The City of Dilley Texas

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“ICE”), and **Dilley Texas**, (“**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):

South Texas Family Residential Center
1925 West Highway 85
Dilley, Texas 78017

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

- Intergovernmental Service Agreement (IGSA)
- ICE Family Residential Standards (FRS) (<https://www.ice.gov/detention-standards/family-residential>)
- Attachment 1 - Section B CLIN Structure
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: 2015-5291 RV10 Dated 07/03/2018
- Attachment 4 – Performance Work Statement (PWS)
 - Appendix 4A – QASP with PRS and CDR
 - Appendix 4B – Contractor’s Insurance
 - Appendix 4C – Security Language
 - Appendix 4D – Prison Rape Elimination Act (PREA)
 - Appendix 4E – Human Trafficking
- Attachment 4F – Medical Equipment Supplies Requirement
- Attachment 5 – Site Plan
- Attachment 5A – Additional Site Plans
- Attachment 6 – Articles
- Attachment 7 – Staffing Plan
- Attachment 8 – G-391 Data Collection Categories and Descriptions
- Attachment 8(a) – G-391 Transportation Data Template
- Attachment 9 - Quality Control Plan

70CDCR18DIG000012

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the [Name of Service Provider] and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

City of Dilley Texas


Contracting Officer

Interim City Administrator

Signature: 

Signature: 

Date:

26 September 2018

Date:

18 September 2018

Intergovernmental Service Agreement (IGSA)

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Article 1. Purpose

- A. Purpose: The purpose of this Inter-Governmental Service Agreement (IGSA) is to establish an Agreement 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 ensure 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 agreement, not a cost reimbursable agreement, with respect to the bed day rate for [REDACTED] detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Residential Beds	\$ [REDACTED]	per month
*Transportation	\$ [REDACTED]	per month
*Transportation (Over 50K miles)	\$ [REDACTED]	per mile
Education	\$ [REDACTED]	per month
**Stationary Guard (NTE 10K hours)	\$ [REDACTED]	per hour
Medical Rovers	\$ [REDACTED]	per month
* See Article 16		
** See Article 17		

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 extraordinarily severe 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 in compliance with ICE Family Residential Standards (FRS). 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 [South Texas Family Residential Center](#). If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Staffing: The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the approved staffing plan,

Each month, the contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice if the vacancy in combination with other vacancies

regardless of duration brings staffing levels below 95%. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted. No deduction shall apply during any period the Service Provider documents that a vacant position is covered through the use of overtime, contract staff or otherwise.

The amount of the deduction for each day of the vacancy shall be the amount equivalent to the labor cost of the position if it had been occupied. The calculation of labor costs shall be based on the cost data the Service Provider has submitted to ICE prior to the execution of this agreement, including projected wages, benefits, and per diem payments for food and lodging, and the share of any other profit proportionally attributable to that position in the price proposal.

- 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 approximately a [REDACTED] bed family residential detention facility. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc. The Service Provider will also ensure that adequate administrative space in accordance with the Physical Plant Requirements listed under Article 36 of this agreement. 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 ICE polices and detention standards.
- C. Unit of Service and Financial Liability: The units of service are outlined in Schedule B – CLIN Structure. 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 residents who do not 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 should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom.

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 ICE FRS. Specifically, the Service Provider shall ensure that it provides reasonable accommodations for detainees with disabilities. Also, as required under applicable federal and state law and under ICE FRS, the Service Provider shall provide detainees with disabilities with reasonable 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 reasonable 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 or other aid that permits effective communication with the resident.

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 ICE Judge during administrative proceedings. Transportation Services

shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.

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

Article 4. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the Facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COR or designated ICE official immediately regarding any such requests.
- D. Safe Release: The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who

is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

- E. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the 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 Family Residential Standards and Other Applicable Standards

- A. The Service Provider shall house detainees and perform related detention services at a minimum in accordance with the ICE Family Residential Standards (FRS) unless otherwise specified in this agreement. The complete set of standards applicable to this procurement is available from the following website: <https://www.ice.gov/detention-standards/family-residential> and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE FRS.
- 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 thirty (30) 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 requirements 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)/79 Fed. Reg. 13100 (Mar. 7, 2014), and Attachment 4, Appendix 4D to this agreement. If any requirements of the DHS PREA standards conflict with the terms of the FRS, the DHS PREA standards shall prevail.

- D. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

Article 6. Medical Services

- A. **ICE Health Service Corps will provide all direct patient care services at this location.**

Other areas of concern:

Language Access – The Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with residents who do not speak 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 should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom.

It is the obligation of the Service Provider that residents with disabilities (e.g. physical, mental, intellectual, developmental) are housed/served in the least restrictive environment and that reasonable modifications be provided to allow individuals with disabilities to have equal opportunity to participate in programs and services. The Service Provider will use auxiliary aids and necessary assistive devices for residents who because of a disability need additional communication support.

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 ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).
- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Annual respirator medical clearance.
- f. Fit test results.
- g. Other employee health documents .

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

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 for medical reasons and complete the Immunization Declination Form.

Highly recommended vaccinations for custody staff in the detention environment; Custody workers are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for custody staff. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required.

- a. Hepatitis A;
- b. Hepatitis B;
- c. Varicella;
- d. Measles, Mumps, Rubella (MMR);
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.

Custody staff will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. CDC's Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC)

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

DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will allow

the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU.

D. BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the COR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**

FD Form 258, "Fingerprint Card" **(2 copies)**

Foreign National Relatives or Associates Statement

DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Optional Form 306 Declaration for Federal Employment (applies to contractors as well)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

E. TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

F. CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

G. EMPLOYMENT ELIGIBILITY

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters,

to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

I. INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level. Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or

inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

Article 8. Ordering Period

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 through **22 September 2021** unless extended by bi-lateral modification or terminated in writing by either party. Additional terms related to the ordering period are contained in Attachment 6 – Articles.

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 may not house residents 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 may remove all residents 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 of at least thirty (30) days 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 at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
 - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
 - (b) Place of performance of the services.
 2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
 3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
 4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
 5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods

available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article 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 twelve (12) months after the effective date of the Agreement unless required by law (see Article 19), pursuant to a change in applicable standards (see Article 5) or pursuant to a Change Order (see Article 10). After twelve (12) 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 indefinitely.

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

Article 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-XXX

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

802-288-7658

3. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The Service Provider's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.
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 14 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.

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

overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act provided the Service Provider maintains an active registration in Central Contractor Registration (CCR) and all information is accurate.

Article 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 Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligent or tortuous 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.

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 contract compliance, 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 FRS. 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. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.
- 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 [REDACTED] qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services. As written above, 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.
- 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.
- F. 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. The Service Provider shall ensure that at least one officer responsible for the security of the detainee while he/she is an in-patient at the hospital will be of the same sex as the detainee.

- G. 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.
- H. 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. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
 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.
- I. Training and Compliance: The Service Provider shall comply with 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.
- J. Miscellaneous Transportation: The COR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- K. 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.
- L. 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.

- M. Failure on the Service Provider's part to comply fully with the resident(s) departure as pre-scheduled may result in the Service Provider having deductions made for non-performance.
- N. 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.
- O. Transportation Reporting Requirements: The Service Provider shall document all Transportation movements in accordance with Attachments 8 and 8(a). This data will be collected through form G-391 (Attachment 8[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
<p>1. Monthly Status Report</p>	<p>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 8). 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.</p>
<p>2. Quarterly Status Report</p>	<p>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</p>

report along with the Service Provider's capability to respond.

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 be authorized [REDACTED] officers for each such remote location, unless additional officers are required, per the direction of the COR or designated ICE officer. Except in cases of an emergency, [REDACTED] above referenced officers shall be of the same sex as the detainees being assigned to the remote location.
- 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 2. These standards and provisions are included in every contract and IGSA entered into by the United States or

the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

- C. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)
- D. FAR 52.222-43 Fair Labor Standards Act and the Service Contract Act Price Adjustment (Multiyear and Option Contracts) is incorporated by reference.
- E. FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 is incorporated by reference.

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. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.
- 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 receipt of service. 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, 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. 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 in accordance with the DHS PREA standards referenced in Article 5 above. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA) (Attachment 4, Appendix 4D) and FRS .
- 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 FRS Standard 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. For **dedicated** Facilities: The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. Notwithstanding any existing Telecommunications contract, the Service Provider shall require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- E. The Service Provider shall inspect telephones for serviceability, in accordance with ICE FRS and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.
- F. ICE DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701



Customer Relations Manager
(334) 375- [REDACTED]

Operations Manager
(334) 375- [REDACTED]

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.

Article 26. Certified Cost and Pricing Data

A) Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include –

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

© For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before IGSA award, the offeror shall submit a Certificate of Current Cost or Pricing Data, the format of which is at the end of this Article.

B) Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data for modifications under this IGSA, for price adjustments expected to exceed \$700,000 on the date of the agreement on price or the date of the award, whichever is later, the Service Provider may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable –

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document.

(2) The Service Provider grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Service Provider's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Service Provider is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Service Provider shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before award, the Service Provider shall submit a Certificate of Current Cost or Pricing Data. The form is included at the end of this Article.

C) Subcontractor Certified Cost or Pricing Data

(a) Before awarding any subcontract expected to exceed [REDACTED] on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed [REDACTED], the Service Provider shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless (1) the prices are based upon adequate price competition, or (2) if a waiver has been granted.

(b) The Service Provider shall require the subcontractor to certify in substantially the form at the end of this Article that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds [REDACTED], when entered into, the Service Provider shall insert either -

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the Section below entitled “Subcontractor Certified Cost or Pricing Data - Modifications.”

D) Subcontractor Certified Cost or Pricing Data – Modifications

(a) The requirements of paragraphs (b) and (c) of this Section shall –

(1) Become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed [REDACTED]; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed [REDACTED], on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed [REDACTED], the Service Provider shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and

amount of any contingencies included in the price, unless (1) prices of the modification are based upon adequate price competition, or (2) if a waiver has been granted.

© The Service Provider shall require the subcontractor to certify in substantially the form at the end of this Article that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Service Provider shall insert the substance of this Article, including this paragraph (d), in each subcontract that exceeds [REDACTED] on the date of agreement on price or the date of award, whichever is later.

E) Price Reduction for Defective Certified Cost or Pricing Data

(a) If any price, including profit or fee, negotiated in connection with this IGSA, or any cost reimbursable under this IGSA, was increased by any significant amount because –

(1) The Service Provider or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Service Provider certified cost or pricing data that were not complete, accurate, and current as certified in the Service Provider's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the IGSA shall be modified to reflect the reduction.

(b) Any reduction in the IGSA price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Service Provider, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Service Provider; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c)

(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Service Provider agrees not to raise the following matters as a defense:

(i) The Service Provider or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the IGSA would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Service Provider or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The IGSA was based on an agreement about the total cost of the IGSA and there was no agreement about the cost of each item procured under the IGSA.

(iv) The Service Provider or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision ©(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a IGSA price reduction if –

(A) The Service Provider certifies to the Contracting Officer that, to the best of the Service Provider’s knowledge and belief, the Service Provider is entitled to the offset in the amount requested; and

(B) The Service Provider proves that the certified cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if –

(A) The understated data were known by the Service Provider to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the IGSA price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the IGSA price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Service Provider shall be liable to and shall pay the United States at the time such overpayment is repaid

–

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Service Provider to the date the Government is repaid by the Service Provider at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Service Provider or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

F) Price Reduction for Defective Certified Cost or Pricing Data - Modifications

(a) This Article shall become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed [REDACTED], except that this Article does not apply to any modification (1) where prices of the modification are based upon adequate price competition, or (2) when a waiver has been granted.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this IGSA, was increased by any significant amount because

(1) the Service Provider or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,

(2) a subcontractor or prospective subcontractor furnished the Service Provider certified cost or pricing data that were not complete, accurate, and current as certified in the Service Provider's Certificate of Current Cost or Pricing Data, or

(3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the IGSA shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the IGSA price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Service Provider, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Service Provider; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)

(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Service Provider agrees not to raise the following matters as a defense:

(i) The Service Provider or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the IGSA would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Service Provider or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The IGSA was based on an agreement about the total cost of the IGSA and there was no agreement about the cost of each item procured under the IGSA.

(iv) The Service Provider or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a IGSA price reduction if -

(A) The Service Provider certifies to the Contracting Officer that, to the best of the Service Provider's knowledge and belief, the Service Provider is entitled to the offset in the amount requested; and

(B) The Service Provider proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if -

(A) The understated data were known by the Service Provider to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the IGSA price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the IGSA price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Service Provider shall be liable to and shall pay the United States at the time such overpayment is repaid

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(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Service Provider to the date the Government is repaid by the Service Provider at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Service Provider or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Service Provider _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Article 27. Combating Trafficking in Persons

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied

toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

Article 28. Order of Precedence

Should there be a conflict between the FRS and other any other term and/or condition of the IGSA, the Service Provider shall contact the Contracting Officer for clarification.

Article 29. Reporting Executive Compensation and First-Tier Subcontract Awards

a) *Definitions.* As used in this article:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds ██████████.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards.

The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this article requires the disclosure of classified information

(d)

(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) [REDACTED] or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of [REDACTED] or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (vi) Subcontract number (the subcontract number assigned by the Contractor).
 - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (ix) The prime contract number, and order number if applicable.
 - (x) Awarding agency name and code.
 - (xi) Funding agency name and code.
 - (xii) Government contracting office code.
 - (xiii) Treasury account symbol (TAS) as reported in FPDS.
 - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of [REDACTED] or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) [REDACTED] or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than [REDACTED] to avoid the reporting requirements in paragraph (d).
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g)
 - (1) If the Contractor in the previous tax year had gross income, from all sources, under [REDACTED], the Contractor is exempt from the requirement to report subcontractor awards.
 - (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR

Article 30. Information Governance and Privacy

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

**Within six months of IGSA award, the Government and the Service Provider shall work in good faith to reach an agreement concerning an implementation schedule for Article 30 and a related equitable price adjustment to this IGSA. Service Provider shall not be required to comply with Article 30 until the parties' agreement regarding schedule and cost has been executed in this IGSA through a bilateral modification. Should this Government Clause no longer be a requirement, the Government shall delete this clause through a unilateral modification.*

FAR 52.224-1 Privacy Act Notification (APR 1984), FAR 52.224-2 Privacy Act (APR 1984), and FAR 52.224-3 Privacy Training (JAN 2017) are incorporated by reference.

The following IGP clause must be included in its entirety in all contracts. No section of this clause may be read as self-deleting unless the terms of the contract meet the requirements for self-deletion as specified in this clause.

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer

equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. Privacy Training, Safeguarding, and Remediation

If the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses are included in this contract, section B of this clause is deemed self-deleting.

(1) Required Security and Privacy Training for Contractors

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the *Privacy at DHS: Protecting Personal Information* training course. This course, along with more information about DHS security and training requirements for Contractors, is available at www.dhs.gov/dhs-security-and-training-requirements-contractors. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

Contractor employees shall comply with the Handbook for Safeguarding sensitive PII at DHS at all times when handling sensitive PII, including the encryption of sensitive PII as required in the Handbook. This requirement will be flowed down to all subcontracts and lower tiered subcontracts as well.

(3) Non-Disclosure Agreement Requirement

All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and

contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Suspected Loss of Sensitive PII

Contractors must report the suspected loss or compromise of sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:
 - a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
 - b. Date, time, and location of the incident.
 - c. Type of information lost or compromised.
 - d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
 - e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
 - g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
 - h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.
4. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access sensitive PII or to work on that contract based on their actions related to the loss or compromise of sensitive PII.

(6) Victim Remediation

The Contractor is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

C. Government Records Training, Ownership, and Management*(1) Records Management Training and Compliance*

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer

or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

Section D applies to information technology (IT) contracts. If this is not an IT contract, section D may read as self-deleting.

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

If this IT contract contains the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses, section D(2) of this clause is deemed self-deleting.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under “Key Personnel.” The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Article 31. Quality Control

- A. The Service Provider is responsible for management and quality control actions necessary to meet the quality standards set forth in the Agreement. The Service Provider must provide a Quality Control Plan (QCP) that meets the requirements specified in the Performance Requirements Summary (PRS), Attachment 4, Appendix 4A to the CO for concurrence prior to award of the IGSA (or as directed by the CO). The CO will notify the Service Provider of concurrence or required modifications to the plan before the Agreement start date. If a modification to the plan is required, the

Service Provider must make appropriate modifications and obtain concurrence of the revised plan by the CO before the contract start date.

- B. The Service Provider shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Service Provider shall periodically review and update the QCP policies and procedures at least on an annual basis. The Service Provider shall audit facility's operations associated with ICE and ICE detainees monthly for compliance with the QCP. The Service Provider shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Service Provider's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plans to the COR.
- C. If the Service Provider proposes changes in the QCP after contract award, the Service Provider shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

Article 32. Quality Assurance Surveillance Program (QASP)

- A. The Government's Quality Assurance Surveillance Program is based on the premise that the Service Provider, and not the Government, is responsible for management and quality control actions to meet the terms of the Agreement. The Quality Assurance Surveillance Plan (QASP) procedures recognize that unforeseen problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.
- B. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider's operations and after completion of the tasks.
- C. When the Service Provider is advised of any unsatisfactory condition(s), the Service Provider shall submit a written report to the COR addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.
- D. The COR may check the Service Provider's performance and document any noncompliance; only the Contracting Officer may take formal action against the Service Provider for unsatisfactory performance.
- E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services, the appropriate reductions, and the total payment due.

- F. Attachment 4 of this Agreement sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Service Provider. It presents the financial values and mechanisms for applying adjustments to the Service Provider's invoices as dictated by work performance measured to the desired level of accomplishment.
1. The purpose of the QASP is to:
 - a. Define the roles and responsibilities of participating Government officials.
 - b. Define the types of work to be performed.
 - c. Describe the evaluation methods that will be employed by the Government in assessing the Service Provider's performance.
 - d. Describe the process of performance documentation.
 2. Roles and Responsibilities of Participating Government Officials
 - a. The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Service Provider on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Service Provider's work performance.
 - b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Service Provider's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Service Provider's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Service Provider's performance, e.g., monetary adjustments for inadequate performance.
- G. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this Agreement. Any reductions in the Service Provider's invoice shall reflect the contract's reduced value resulting from the Service Provider's failure to perform required services. The Service Provider shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

Article 33. Exclusivity

The Service Provider agrees that the Facility is to be for the exclusive use of ICE and its detainee population. No other agency shall be allowed to use the Facility to house its detainees, prisoners, or inmates without prior approval of the Contracting Officer. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other

agency shall be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

Article 34. Use of Service Provider's Policies and Procedures

The Contracting Officer shall approve the Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider is authorized to use its policies and procedures in conjunction with the FRS mandated under this Agreement.

Article 35. Physical Plant Requirements

The vendor shall provide all office space, furniture, and equipment currently in place at the time of award of this agreement.