

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0957465170000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009	10B. DATED (SEE ITEM 13) 05/15/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW 70CDCR19DIG000009
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 095746517
COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov
Contract Specialist: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov
Contracting Officer: [REDACTED] 202-732-[REDACTED] ([REDACTED]@ice.dhs.gov)

The purpose of this modification is to:
1) Create CLINs #006, #007, #008, #009, and #0010 for transportation requirements.
2) Incorporate Attachment 8 PWS with agreed upon edits.
3) Correct the period of performance dates of the option years listed in the IGSA.

Transportation is not limited to the routes identified in this modification.
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]
15C. DATE SIGNED 9/5/2019	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
	16C. DATE SIGNED [REDACTED]

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Torrance ICE TRANSPORTATION SOW Trip Location Frequency # of Vehicles Veh. Capacity ABQ Airport 2X weekly [REDACTED] El Paso EPC, TX Mon-Fri [REDACTED] Additional routes As needed Total Miles: [REDACTED] (monthly) [REDACTED] (annually)</p> <p>All additional routes will be run with reasonable notice provided to the service provider. Additional routes will be run up to the monthly mileage estimate for the firm fixed priced amounts in CLIN #006, #008, and #009. Any route requested after exceeding the monthly mileage estimate will be billed according to CLIN #010. Billing for CLIN #007 will be verified by the COR in accordance with the IGSA.</p> <p>Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>The purpose of the above referenced Inter-Governmental Service Agreement (IGSA) contract between the Department of Homeland Security, Immigration and Customs Enforcement and Torrance County, is to provide detention and transportation services at the Torrance County Detention Facility. All subsequent Task Orders shall be placed in accordance with IDIQ contract 70CDCR19D0000009.</p>				
0001	<p>Detention Services - Base Year Fixed Monthly payment (714 Bed Guarantee) Obligated Amount: [REDACTED] 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>Detention Services - Base Year Above 714 Bed Guarantee 715+ Obligated Amount: [REDACTED] 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>				[REDACTED]
0003	<p>Stationary Guard Base Year Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
0004	<p>Escort Service Base Year Continued ...</p>				[REDACTED]

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0005 to read as follows (amount shown is the obligated amount):				
0005	Detainee Work Program Reimbursement Base Year: \$1.00 per day Obligated Amount: \$ [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 0006 as follows:				
0006	Firm Fixed Price (FFP) per month for staffing (FTEs and associated expenses). No vehicle costs should be included, only fixed costs associated with FTEs. - [REDACTED] per month Obligated Amount: \$ [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 0007 as follows:				
0007	Firm Fixed Price (FFP) Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime. Price per hour [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 0008 as follows:				
0008	Mileage rate that includes all variable costs associated with transportation (vehicle costs, maintenance, fuel, etc.) and does not include staffing costs. This mileage is for any miles driven up to 152,672 miles (not just those listed in the SOW) - [REDACTED] per mile up to [REDACTED] miles annually Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 0009 as follows:				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Firm Fixed Price (FFP) per month for Fixed Transportation Costs - ██████████ per month Obligated Amount: ██████████ Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 0010 as follows:	██████████	██████████	██████████	██████████
0010	For mileage over 152,672 - ██████████ per mile Obligated Amount: ██████████ Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1001 to read as follows (amount shown is the obligated amount):	██████████	██████████	██████████	██████████
1001	Detention Services - Option Period 1 Fixed Monthly payment ██████████ Amount: ██████████ (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1002 to read as follows (amount shown is the obligated amount):	██████████	██████████	██████████	██████████
1002	Detention Services - Option Period ██████████ Bed Guarantee ██████████ Amount: ██████████ (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1003 to read as follows (amount shown is the obligated amount):	██████████	██████████	██████████	██████████
1003	Stationary Guard Option Period 1 Amount: ██████████ (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1004 to read as follows (amount shown is the obligated amount):	██████████	██████████	██████████	██████████
1004	Escort Service Option Period 1 Amount: \$0.00 (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	██████████	██████████	██████████	██████████

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 1005 to read as follows (amount shown is the obligated amount):				
1005	Detainee Work Program Reimbursement Option Period 1: [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 1006 as follows:				[REDACTED]
1006	Firm Fixed Price (FFP) per month for staffing (FTEs and associated expenses). No vehicle costs should be included, only fixed costs associated with FTEs. - [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 1007 as follows:	1		[REDACTED]	[REDACTED]
1007	FFP Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime. Price per hour [REDACTED] Amount: \$0.00 (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 1008 as follows:			[REDACTED]	[REDACTED]
1008	Mileage rate that includes all variable costs associated with transportation (vehicle costs, maintenance, fuel, etc.) and does not include staffing costs. This mileage is for any miles driven up to [REDACTED] miles (not just those listed in the SOW) - [REDACTED] per mile up to [REDACTED] miles annually Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 1009 as follows:			[REDACTED]	[REDACTED]
1009	Firm Fixed Price (FFP) per month for Fixed Transportation Costs - [REDACTED] per month Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...			[REDACTED]	[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 1010 as follows:				
1010	For mileage over [REDACTED] per mile Amount: \$ [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 2001 to read as follows (amount shown is the obligated amount):				
2001	Detention Services - Option Period 2 Fixed Monthly payment [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 2002 to read as follows (amount shown is the obligated amount):				
2002	Detention Services - Option Period 2 Above [REDACTED] [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 2003 to read as follows (amount shown is the obligated amount):				
2003	Stationary Guard Option Period 2 Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 2004 to read as follows (amount shown is the obligated amount):				
2004	Escort Service Option Period 2 Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 2005 to read as follows (amount shown is the obligated amount):				
2005	Detainee Work Program Reimbursement Option Period 2: [REDACTED] per day Continued ...				[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 2006 as follows:				
2006	Firm Fixed Price (FFP) per month for staffing (FTEs and associated expenses). No vehicle costs should be included, only fixed costs associated with FTEs. - [REDACTED] per month Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 2007 as follows:				
2007	FFP Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime. Price per hour [REDACTED] Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 2008 as follows:				
2008	Mileage rate that includes all variable costs associated with transportation (vehicle costs, maintenance, fuel, etc.) and does not include staffing costs. This mileage is for any miles driven up to [REDACTED] miles (not just those listed in the SOW) - [REDACTED] up to [REDACTED] annually Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 2009 as follows:				
2009	Firm Fixed Price (FFP) per month for Fixed Transportation Costs - [REDACTED] per month Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 2010 as follows:				
2010	For mileage over [REDACTED] per mile Continued ...				[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3001 to read as follows (amount shown is the obligated amount):				
3001	Detention Services - Option Period 3 Fixed Monthly payment [REDACTED]				[REDACTED]
	Amount: \$ [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3002 to read as follows (amount shown is the obligated amount):				
3002	Detention Services - Option Period 3 Above [REDACTED] Bed Guarantee [REDACTED]				[REDACTED]
	Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3003 to read as follows (amount shown is the obligated amount):				
3003	Stationary Guard Option Period 3 Amount: \$0.00 (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 3004 to read as follows (amount shown is the obligated amount):				
3004	Escort Service Option Period 3 Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 3005 to read as follows (amount shown is the obligated amount):				
3005	Detainee Work Program Reimbursement Option Period 3: [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 3006 as follows:				
3006	Firm Fixed Price (FFP) per month for staffing (FTEs and associated expenses). No vehicle costs should be included, only fixed costs associated with FTEs. - [REDACTED] per month Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 3007 as follows:				
3007	FFP Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime. Price per hour \$ [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 3008 as follows:				
3008	Mileage rate that includes all variable costs associated with transportation (vehicle costs, maintenance, fuel, etc.) and does not include staffing costs. This mileage is for any miles driven up to [REDACTED] miles (not just those listed in the SOW) - [REDACTED] per mile up to [REDACTED] miles annually Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 3009 as follows:				
3009	Firm Fixed Price (FFP) per month for Fixed Transportation Costs - \$ [REDACTED] per month Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 3010 as follows:				
3010	For mileage over [REDACTED] - \$ [REDACTED] per mile Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 4001 to read as follows (amount shown is the obligated amount):				
4001	Detention Services - Option Period 4 Fixed Monthly payment [REDACTED] Amount: \$ [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4002 to read as follows (amount shown is the obligated amount):				
4002	Detention Services - Option Period [REDACTED] Bed Guarantee [REDACTED] Amount: \$ [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4003 to read as follows (amount shown is the obligated amount):				
4003	Stationary Guard Option Period 4 Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4004 to read as follows (amount shown is the obligated amount):				
4004	Escort Service Option Period 4 Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4005 to read as follows (amount shown is the obligated amount):				
4005	Detainee Work Program Reimbursement Option Period 4: [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 4006A as follows:				
4006A	Firm Fixed Price (FFP) per month for staffing (FTEs and associated expenses). No vehicle costs should be included, only fixed costs associated Continued ...				[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	with FTEs. - [REDACTED] per month Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 4007 as follows:				
4007	FFP Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime. Price per hour \$ [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 4008 as follows:				
4008	Mileage rate that includes all variable costs associated with transportation (vehicle costs, maintenance, fuel, etc.) and does not include staffing costs. This mileage is for any miles driven up to [REDACTED] (not just those listed in the SOW) - [REDACTED] up to [REDACTED] annually Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 4009 as follows:				
4009	Firm Fixed Price (FFP) per month for Fixed Transportation Costs - [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Add Item 4010 as follows:				
4010	For mileage over 1 [REDACTED] Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	All Other terms remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	1. CONTRACT ID CODE	PAGE OF PAGES 1 2
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536		CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 0957465170000 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009
		10B. DATED (SEE ITEM 13) 05/15/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW 70CDCR19DIG000009
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 095746517
COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov)
Contract Specialist: [REDACTED] 02-732-[REDACTED]@ice.dhs.gov)
Contracting Officer: [REDACTED] 02-732-[REDACTED] ([REDACTED]@ice.dhs.gov)

The purpose of this modification is to:

- 1) Modify "Article 33. Shared Facility" to allow U.S. Marshals Service (USMS) limited use of the Torrance County Detention Center.

Add language to Article 33. Shared Facility:

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] County Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 10/10/19	DATE SIGNED 10/11/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ICE grants the U.S. Marshals Service (USMS) the right to use the facility to house detainees. USMS shall not occupy [REDACTED] in the facility without prior approval of the Contracting Officer. USMS is hereby authorized to issue its own individual task orders under this IGSA. All bed days that the USMS uses shall be invoiced using the bed day rates established.</p> <p>All bed days utilized under this IGSA (regardless of agency) will be calculated into the ICE daily population count performed by the Service Provider and submitted to ICE at the end of each day.</p> <p>Period of Performance: 05/15/2019 to 05/14/2024 All Other terms remain the same.</p>				

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 Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
	9C. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009
	9D. DATED (SEE ITEM 13) 05/15/2019

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) 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: 095746517
 COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov
 Contract Specialist: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov
 Contracting Officer: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

The purpose of this modification is to:

1) Appoint Mr. [REDACTED] as Contracting Officer's Representative (COR) for this Inter-Governmental Service Agreement (IGSA) and all task orders issued under 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	Date: 2020.02.11 07:31:11 -05'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Designate Ms. [REDACTED] as Alternate Contracting Officer's Representative (ACOR) for this Inter-Governmental Service Agreement (IGSA) and all task orders issued under this IGSA.</p> <p>3) Incorporate the updated U.S. Department of Labor (DOL) Wage Determination (WD) 2015-5443, revision 9, dated 12/23/2019. The updated WD is attached to this modification as Attachment 1_WD_2015-5443_Rev 9_12232019.</p> <p>All other terms and conditions of this agreement remain unchanged.</p> <p>Period of Performance: 05/15/2019 to 05/14/2024 All Other terms remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) [REDACTED]
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048	9A. AMENDMENT OF SOLICITATION NO. [REDACTED]
	9B. DATED (SEE ITEM 11) [REDACTED]
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009
	10B. DATED (SEE ITEM 13) 05/15/2019

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) 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: 095746517
 COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov
 Contract Specialist: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov
 Contracting Officer: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

The purpose of this modification is to:

 Rescind the incorporation of the updated U.S. Department of Labor (DOL) Wage Determination (WD) 2015-5443, revision 9, dated 12/23/2019. Updated WD's will be incorporated at a future date.
 Continued ...

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

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

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 05/15/2019 to 05/14/2024 All other terms and conditions of this agreement remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0957465170000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009	10B. DATED (SEE ITEM 13) 05/15/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW Terms and Conditions of IGSA 70CDCR19DIG000009

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: 095746517

COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

Contract Specialist: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

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

The purpose of this modification is to:

- 1) Incorporate the following classifications and corresponding hourly wage rates into Inter-Governmental Service Agreement (IGSA) 70CDCR19DIG000009:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	[REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	[REDACTED]
15B. CONTRACTOR/OFFEROR	[REDACTED]	16B. UNITED STATES OF AMERICA	Digitally signed by [REDACTED] Date: 2020.05.07 12:17:11 -04'00'
	15C. DATE SIGNED 5/6/2020		16C. DATE SIGNED

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/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) "Detention Counselor" 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>g) "Master Scheduler" at the hourly wage of \$ [REDACTED]</p> <p>h) "Laundry Supervisor" at the hourly wage of [REDACTED]</p> <p>i) "Senior Detention Officer" 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 February 12, 2020. The approved conformed classification and wage rate are in addition to the fringe benefits rate of [REDACTED] listed on Wage Determination (WD) 2015-[REDACTED] (Rev. 7), dated December 26, 2018. This WD is applicable to IGSA number [REDACTED] for detention management services at Torrance County Detention Facility in Estancia, Torrance County, New Mexico. The approved conformed classification and wage rate are retroactive to the commencement date of the IGSA, May 15, 2019. Please see Attachment 1, WD_2015-5443_Rev. 7, and Attachment 2, DOL_Conformance Request_Approved_02122020.</p> <p>2) The Guaranteed Minimum (GM) stated for CLINs 0001, 1001, 2001, 3001, and 4001 remains unchanged at 714 beds. USMS may utilize beds in a quantity [REDACTED] per month. The GM stated for these CLINs is inclusive of this quantity.</p> <p>3) For CLINs 0006, 1006, 2006, 3006, and 4006A, the CLIN description language is revised to state the following:</p> <p>Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) [REDACTED] per month. This CLIN includes staffing costs associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor). No vehicle costs should</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>be included, only fixed costs associated with FTES.</p> <p>4) For CLIN 0008, re-state the mileage rate to the mileage reimbursement rate stated by the General Services Administration (GSA) in effect as of the date of issuance of this modification. Please see CLIN 00008 below for details.</p> <p>5) For CLINs 1008, 2008, 3008, and 4008, the CLIN description is revised to state the mileage reimbursement rate stated by the General Services Administration (GSA) in effect during period of performance for each of the aforementioned CLINs. Please see each of the aforementioned CLINs below for details.</p> <p>6) Add CLINs 0008A, 1008A, 2008A, 3008A, and 4008A for the variable costs expenses incurred by CoreCivic subcontractor TransCor. Please see each of the aforementioned CLINs below for details.</p> <p>7) Add the transportation routes provided for CLINs 0006, 1006, 2006, 3006, 4006, 0008A, 1008A, 2008A, 3008A, 4008A, 0009, 1009, 2009, 3009 and 4009 Please see each of the aforementioned CLINs below for details.</p> <p>8) For CLINs 0010, 1010, 2010, 3010 and 4010 the CLIN description is revised to state the following:</p> <p>Mileage Rate- [REDACTED] per mile. This CLIN is for transports over [REDACTED] miles monthly provided by subcontractor (TransCor).</p> <p>All other terms and conditions of this agreement remain unchanged. Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) [REDACTED] per month. This CLIN includes staffing costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor). No vehicle costs should</p> <p>Continued ...</p>			[REDACTED]	

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	be included, only fixed costs associated with FTES. Obligated Amount: ██████████ Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0008 to read as follows (amount shown is the obligated amount):				
0008	Mileage Rate: \$ ██████████ This CLIN is the mileage reimbursement rate stated by the General Services Administration (GSA) currently in effect as of the date of issuance of Modification P00006. This rate shall apply to transports of detainees by the facility to medical or court facilities. Obligated Amount: \$ ██████████ Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 0008A as follows:				
0008A	Mileage Rate - ██████████ This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to ██████████ provided by subcontractor (TransCor). Obligated Amount: ██████████ Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0009 to read as follows (amount shown is the obligated amount):				
0009	Fixed Price per month for transportation non-staffing costs - ██████████. This CLIN includes non-staffing fixed costs associated with transports up to ██████████ monthly provided by subcontractor (TransCor). ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Processing Center.) Frequency: [REDACTED] [REDACTED] [REDACTED] ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED] [REDACTED] ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED] [REDACTED] The routes stated in this CLIN are subject to change in response to operational needs. Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1006 to read as follows (amount shown is the obligated amount):</p>				
1006	<p>Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) [REDACTED] per month. This CLIN includes staffing costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES. Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1008 to read as follows (amount shown is the obligated amount):</p>				
1008	<p>Mileage Rate: This CLIN is the mileage reimbursement rate stated by the General Services Continued ...</p>				

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities. Amount: ██████ (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 1008A as follows:</p>				
1008A	<p>Mileage Rate - ██████ This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to ██████ monthly provided by subcontractor (TransCor). Amount: \$█████ (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
	<p>Change Item 1009 to read as follows (amount shown is the obligated amount):</p>				
1009	<p>Firm Fixed Price per month for transportation non-staffing costs - ██████ per month. This CLIN includes non-staffing fixed costs associated with transports up to ██████ provided by subcontractor (TransCor).</p> <p>ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: ██████ ████████████████████ Vehicle and Seating Capacity: ██████ ████████████████████</p> <p>ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: ██████ ████████████████████ based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: ██████ ████████████████████</p> <p>Continued ...</p>				

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED]; NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED]</p> <p>The routes stated in this CLIN are subject to change in response to operational needs. Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p>				
2006	<p>Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) [REDACTED]. This CLIN includes staffing costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2008 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
2008	<p>Mileage Rate: This CLIN is the mileage reimbursement rate stated by the General Services Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities. Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
2008A	<p>Add Item 2008A as follows: Mileage Rate - [REDACTED]. This CLIN Continued ...</p>				[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2009	<p>includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor). Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2009 to read as follows (amount shown is the obligated amount):</p> <p>Fixed Price per month for transportation non-staffing costs - [REDACTED] per month. This CLIN includes non-staffing fixed costs associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor).</p> <p>ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: [REDACTED] Vehicle and Seating Capacity: [REDACTED]</p> <p>ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED]</p> <p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED]</p> <p>The routes stated in this CLIN are subject to Continued [REDACTED].</p>				[REDACTED]

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>change in response to operational needs. Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3006 to read as follows (amount shown is the obligated amount):</p>				
3006	<p>Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses)- [REDACTED] This CLIN includes staffing costs associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES. Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3008 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
3008	<p>Mileage Rate: This CLIN is the mileage reimbursement rate stated by the General Services Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities. Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 3008A as follows:</p>				[REDACTED]
3008A	<p>Mileage Rate - [REDACTED] per mile. This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] provided by subcontractor (TransCor). Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3009 to read as follows (amount shown is the obligated amount): Continued ...</p>				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3009	<p>Firm Fixed Price per month for transportation non-staffing costs - \$ [REDACTED] per month. This CLIN includes non-staffing fixed costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor).</p> <p>ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: [REDACTED] [REDACTED] Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>The routes stated in this CLIN are subject to change in response to operational needs. Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4006A to read as follows (amount shown is the obligated amount):</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4006A	<p>Firm Fixed Price per month for transportation staffing costs (FTE's and associated Continued ...</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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	<p>expenses)- [REDACTED] This CLIN includes staffing costs associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES. Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4008 to read as follows (amount shown is the obligated amount):</p>				
4008	<p>Mileage Rate: This CLIN is the mileage reimbursement rate stated by the General Services Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities. Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 4008A as follows:</p>				[REDACTED]
4008A	<p>Mileage Rate - [REDACTED] This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor). Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4009 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
4009	<p>Firm Fixed Price per month for transportation non-staffing costs - [REDACTED] per month. This CLIN includes non-staffing fixed costs associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor).</p> <p>ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Continued ...)</p>				[REDACTED]

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	<p>Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: [REDACTED] Vehicle and Seating Capacity: [REDACTED]</p> <p>ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: [REDACTED], based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED]</p> <p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED] NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED]</p> <p>The routes stated in this CLIN are subject to change in response to operational needs. Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>				

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 Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF ATTN [REDACTED] PO BOX 48 ESTANCIA NM 870160048	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X 70CDCR19DIG000009
	10B. DATED (SEE ITEM 13) 05/15/2019
CODE 0957465170000 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 MOD to correct language

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: 095746517
COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov)
ACOR: [REDACTED], 915-856-[REDACTED]@ice.dhs.gov)
Contract Specialist: [REDACTED] 202-732-[REDACTED]n@ice.dhs.gov)
Contracting Officer: [REDACTED], 202-732-[REDACTED]ice.dhs.gov)

The purpose of this modification is to:

Remove the word "Option" from this IGSA and replace it with "Year" from CLIN's 1001 - 4010

Period of Performance: 05/15/2019 to 05/14/2024
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	Digitally signed by [REDACTED] Date: 2020.05.11 15:41:05 -04'00'

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ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	Change Item 1001 to read as follows (amount shown is the obligated amount): Year 2 - Detention Services - Fixed Monthly payment ([REDACTED]) Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1002	Change Item 1002 to read as follows (amount shown is the obligated amount): Year 2 - Detention Services - [REDACTED] Guarantee [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1003	Change Item 1003 to read as follows (amount shown is the obligated amount): Year 2 - Stationary Guard Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1004	Change Item 1004 to read as follows (amount shown is the obligated amount): Year 2 - Escort Service Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1005	Change Item 1005 to read as follows (amount shown is the obligated amount): Year 2 - Detainee Work Program Reimbursement: [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1006	<p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) [REDACTED] This CLIN includes staffing costs associated with transports up to [REDACTED] provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES.</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1007	<p>Change Item 1007 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>Price per hour [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1008	<p>Change Item 1008 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Mileage Rate: This CLIN is the mileage reimbursement rate stated by the General Services Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities.</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1008A	<p>Change Item 1008A to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Mileage Rate - [REDACTED] This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] miles monthly provided by Continued ...</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1009	<p>subcontractor (TransCor). Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1009 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Firm Fixed Price per month for transportation non-staffing costs - [REDACTED] per month. This CLIN includes non-staffing fixed costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor).</p> <p>ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: [REDACTED] [REDACTED] vehicle and seating capacity: One [REDACTED] [REDACTED]</p> <p>ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED]; NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>The routes stated in this CLIN are subject to change in response to operational needs. Obligated Amount: [REDACTED] Continued ...</p>				

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	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1010 to read as follows (amount shown is the obligated amount):				
1010	Year 2 - Mileage Rate- [REDACTED] This CLIN is for transports over 12,723 miles monthly provided by subcontractor (TransCor). In accordance with Modification P00006, the mileage rate for this CLIN is reduced by \$0.25, from [REDACTED] Obligated Amount: [REDACTED]			[REDACTED]	
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2001 to read as follows (amount shown is the obligated amount):				
2001	Year 3 - Detention Services - Fixed Monthly payment [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			[REDACTED]	
	Change Item 2002 to read as follows (amount shown is the obligated amount):				
2002	Year 3 - Detention Services - Above [REDACTED] [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			[REDACTED]	
	Change Item 2003 to read as follows (amount shown is the obligated amount):				
2003	Year 3 - Stationary Guard Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...			[REDACTED]	

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2004	<p>Change Item 2004 to read as follows (amount shown is the obligated amount):</p> <p>Year 3 - Escort Service Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
2005	<p>Change Item 2005 to read as follows (amount shown is the obligated amount):</p> <p>Year 3 - Detainee Work Program Reimbursement: [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
2006	<p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p> <p>Year 3 - Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) [REDACTED]. This CLIN includes staffing costs associated with transports up to [REDACTED] provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
2007	<p>Change Item 2007 to read as follows (amount shown is the obligated amount):</p> <p>Year 3 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime. Price per hour [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
2008	<p>Change Item 2008 to read as follows (amount shown is the obligated amount):</p> <p>Year 3 - Mileage Rate: This CLIN is the mileage Continued ...</p>			[REDACTED]	

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	reimbursement rate stated by the General Services Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities. Obligated Amount: ██████████ Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2008A	Change Item 2008A to read as follows (amount shown is the obligated amount): Year 3 - Mileage Rate - ██████████ per mile. This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to ██████████ miles monthly provided by subcontractor (TransCor). Obligated Amount: ██████████ Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				██████████
2009	Change Item 2009 to read as follows (amount shown is the obligated amount): Year 3 - Fixed Price per month for transportation non-staffing costs - ██████████. This CLIN includes non-staffing fixed costs associated with transports up to ██████████ monthly provided by subcontractor (TransCor). ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: ██████████ ██████████ Vehicle and Seating Capacity: ██████████ ██████████ ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: ██████████ ██████████ based upon operational needs regarding movements of detainees as requested by COR. Continued ...				██████████

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ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Vehicle and Seating Capacity: [REDACTED]</p> <p>[REDACTED]</p> <p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED]</p> <p>[REDACTED] NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs.</p> <p>Vehicle and Seating Capacity: [REDACTED]</p> <p>[REDACTED]</p> <p>The routes stated in this CLIN are subject to change in response to operational needs. Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2010 to read as follows (amount shown is the obligated amount):</p> <p>2010 Year 3 - For mileage [REDACTED]</p> <p>[REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p> <p>3001 Year 4 - Detention Services - [REDACTED]</p> <p>[REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3002 to read as follows (amount shown is the obligated amount):</p> <p>3002 Year 4 - Detention Services - [REDACTED]</p> <p>[REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...</p>				

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3003	<p>Change Item 3003 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Stationary Guard Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
3004	<p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Escort Service Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
3005	<p>Change Item 3005 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Detainee Work Program Reimbursement: [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
3006	<p>Change Item 3006 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) - [REDACTED]. This CLIN includes staffing costs associated with transports up to [REDACTED] provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES. Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
3007	<p>Change Item 3007 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Overtime Hourly Guard Rate for those Continued ...</p>				

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	<p>hours (approved by the COR) that require overtime. Price per hour [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3008 to read as follows (amount shown is the obligated amount):</p>				
3008	<p>Year 4 - Mileage Rate: This CLIN is the mileage reimbursement rate stated by the General Services Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities. Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3008A to read as follows (amount shown is the obligated amount):</p>				
3008A	<p>Year 4 - Mileage Rate - [REDACTED] This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor). Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3009 to read as follows (amount shown is the obligated amount):</p>				
3009	<p>Year 4 - Firm Fixed Price per month for transportation non-staffing costs - [REDACTED] per month. This CLIN includes non-staffing fixed costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor).</p> <p>ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at Continued ...</p>				

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TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the International Bridge, and Otero County Processing Center.) Frequency: [REDACTED] [REDACTED] vehicle and seating Capacity: [REDACTED] [REDACTED]</p> <p>ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED], based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED] [REDACTED].</p> <p>The routes stated in this CLIN are subject to change in response to operational needs. Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3010 to read as follows (amount shown is the obligated amount):</p> <p>3010 Year 4 - For mileage over [REDACTED] [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p> <p>4001 Year 5 - Detention Services - Fixed Monthly payment [REDACTED]</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000009/P00007

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 4002 to read as follows (amount shown is the obligated amount):				
4002	Year 5 - Detention Services - [REDACTED] [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4003 to read as follows (amount shown is the obligated amount):				
4003	Year 5 - Stationary Guard Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4004 to read as follows (amount shown is the obligated amount):				
4004	Year 5 - Escort Service Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4005 to read as follows (amount shown is the obligated amount):				
4005	Year 5 - Detainee Work Program Reimbursement: [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Change Item 4006 to read as follows (amount shown is the obligated amount):				
4006	Year 5 - RENOVATIONS OF ADMIN SPACE Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4006A	<p>Change Item 4006A to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Firm Fixed Price per month for transportation staffing costs (FTE's and associated expenses) - [REDACTED] per month. This CLIN includes staffing costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTES.</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
4007	<p>Change Item 4007 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>Price per hour [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
4008	<p>Change Item 4008 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Mileage Rate: This CLIN is the mileage reimbursement rate stated by the General Services Administration (GSA) currently in effect during the period of performance for this CLIN. This rate shall apply to transports of detainees by the facility to medical or court facilities.</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
4008A	<p>Change Item 4008A to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Mileage Rate - [REDACTED] This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with [REDACTED] provided by subcontractor (TransCor). Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4009	<p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4009 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Firm Fixed Price per month for transportation non-staffing costs - [REDACTED] per month. This CLIN includes non-staffing fixed costs associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor).</p> <p>ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: [REDACTED] [REDACTED] Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: Availability from Monday through Friday ([REDACTED]), based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED] [REDACTED] NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED] [REDACTED]</p> <p>The routes stated in this CLIN are subject to change in response to operational needs. Obligated Amount: [REDACTED] Product/Service Code: S206 Continued ...</p>			[REDACTED]	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4010	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4010 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - E [REDACTED] mile [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

2. AMENDMENT/MODIFICATION NO. P00008
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)
 6. ISSUED BY CODE ICE/DCR
 7. ADMINISTERED BY (If other than Item 6) CODE
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite [REDACTED]
 WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 TORRANCE COUNTY OF
 ATTN [REDACTED]
 PO BOX 48
 ESTANCIA NM 870160048
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 70CDCR19DIG000009
 10B. DATED (SEE ITEM 13)
 05/15/2019
 CODE 0957465170000 FACILITY CODE

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

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

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

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

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: 095746517
 COR: [REDACTED] 915-856-[REDACTED] ([REDACTED]@ice.dhs.gov)
 ACOR: [REDACTED] 915-856-[REDACTED] ([REDACTED]@ice.dhs.gov)
 Contract Specialist: [REDACTED] 202-732-[REDACTED] ([REDACTED]@ice.dhs.gov)
 Contracting Officer: [REDACTED] 202-732-[REDACTED] ([REDACTED]@ice.dhs.gov)

The purpose of this modification is to:
 Correct system error in PRISM to enable for the issuance of task order sub-CLINs 0008A, 1008A, 2008A, 3008A, and 4008A. Funding for the aforementioned sub-CLINs 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)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 Date: 2020.05.12 07:39:31 -04'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Change Item 0008A to read as follows (amount shown is the obligated amount):</p>				
0008A	<p>Mileage Rate - [REDACTED]. This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] provided by subcontractor (TransCor).</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
	<p>Change Item 1008A to read as follows (amount shown is the obligated amount):</p>				
1008A	<p>Year 2 - Mileage Rate - [REDACTED] This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] provided by subcontractor (TransCor).</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
	<p>Change Item 2008A to read as follows (amount shown is the obligated amount):</p>				
2008A	<p>Year 3 - Mileage Rate - [REDACTED]. This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] provided by subcontractor (TransCor).</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
	<p>Change Item 3008A to read as follows (amount shown is the obligated amount):</p>				
3008A	<p>Year 4 - Mileage Rate - [REDACTED]. This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] miles monthly provided by subcontractor (TransCor).</p> <p>Continued ...</p>			[REDACTED]	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4008A	<p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4008A to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Mileage Rate - [REDACTED] This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] provided by subcontractor (TransCor).</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>			[REDACTED]	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF ATTN [REDACTED] PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0957465170000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009	10B. DATED (SEE ITEM 13) 05/15/2019

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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) In accordance with (IAW) terms and conditions of 70CDCR19DIG000009

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: 095746517

COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

ACOR: [REDACTED] 15-856-[REDACTED]@ice.dhs.gov

Contract Specialist: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

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

The purpose of this modification is to:

- Increase the number of beds available for use by the U.S. Marshals' Service (USMS) [REDACTED] beds under CLIN 1001, [REDACTED] from 06/04/2020 to 05/14/2021.

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]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] TEL: [REDACTED] EMAIL: [REDACTED]@ice.dhs.gov
15C. DATE SIGNED 06/11/2020	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
	16C. DATE SIGNED Digitally signed by [REDACTED] Date: 2020.06.17 12:52:19 -04'00'

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) The Guaranteed Minimum (GM) stated for CLIN 1001 remains unchanged at 714 beds. USMS may utilize beds in a quantity between 0 and 100 beds per month. The GM stated for these CLINs is inclusive of this quantity.</p> <p>Period of Performance: 05/15/2019 to 05/14/2024 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00010 See Block 16C

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite [REDACTED]
 WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 TORRANCE COUNTY OF (x)
 ATTN [REDACTED]
 PO BOX 48
 ESTANCIA NM 870160048
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 70CDCR19DIG000009
 10B. DATED (SEE ITEM 13)
 05/15/2019
 CODE 0957465170000 FACILITY CODE

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

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

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

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X In accordance with (IAW) terms and conditions of 70CDCR19DIG000009

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: 095746517
 COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED], 915-856-[REDACTED]@ice.dhs.gov
 Contract Specialist: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov
 Contracting Officer: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov

The purpose of this modification is to:
 1) Incorporate the use of guard services to monitor Federal Prisoners (USMS) on a case-by-case basis during court hearings conducted via Video Teleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a prisoner before the court.
 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) 16B. UNITED STATES OF AMERICA
 [REDACTED] CONTRACTING OFFICER (Type or print)
 TEL: [REDACTED] EMAIL: [REDACTED]@ice.dhs.gov
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED
 _____ Digitally signed by [REDACTED]
 (Signature of person authorized to sign) (Signature of Contracting Officer) Date: 2020.06.18 07:20:24 -04'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The guard hourly rate is [REDACTED] per hour per guard.</p> <p>2) Incorporate the updated U.S. Department of Labor (DoL) Wage Determination (WD) 2015-5443, Revision 9, dated 12/23/2019, into this Inter-Governmental Service Agreement (IGSA). The effective date of incorporation of this WD into this IGSA is 05/15/2020. The updated WD is attached to this modification as Attachment 1_WD_2015-5443_Rev9.</p> <p>Period of Performance: 05/15/2019 to 05/14/2024 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF ATTN [REDACTED] PO BOX 48 ESTANCIA NM 870160048	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
CODE 0957465170000 FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009 10B. DATED (SEE ITEM 13) 05/15/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 095746517
COR: [REDACTED], 915-856-[REDACTED]@ice.dhs.gov
ACOR: [REDACTED], 915-856-[REDACTED]@ice.dhs.gov
Contract Specialist: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov
Contracting Officer: [REDACTED], 202-732-[REDACTED]@ice.dhs.gov

The purpose of this administrative modification is to correct CLIN 0003 in the contracting system.

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)	1. [REDACTED] LE OF CONTRACTING OFFICER (Type or print)
	TEL: [REDACTED] EMAIL: [REDACTED]@ICE.DHS.GOV
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Digitally signed by BETH A [REDACTED] Date: 2020.06.22 07:48:25 (Signature of Contracting Officer)
	16C. DATE SIGNED 6/22/2020

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Stationary Guard Base Year Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00012 See Block 16C

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

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 TORRANCE COUNTY OF
 ATTN [REDACTED]
 PO BOX 48
 ESTANCIA NM 870160048
 CODE 095746517000 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. X
 70CDCR19DIG000009

10B. DATED (SEE ITEM 13)

05/15/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF IAW the Terms and Conditions of 70CDCR19DIG000009
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 095746517
 COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] 915-85-[REDACTED]@ice.dhs.gov
 Contract Specialist: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov
 Contracting Officer: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

The purpose of this administrative modification is to:
 1. Increase the number of transportation runs from the Torrance County Detention Facility (TCDF) up to an average of 2-3 buses per day (based on need) Monday through Saturday due to CDC Guidance for COVID-19 social distancing during transport. The routes includes ICE/ERO
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 [REDACTED] Interim County Mgr.
 15B. CONTRACTOR/OFFEROR [REDACTED]
 15C. DATE SIGNED 7.30.2020
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED]
 16B. UNITED STATES OF AMERICA [REDACTED]
 [REDACTED] (Signature of Contracting Officer) Date: 2020.07.31 07:20:39 -04'00'

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Albuquerque, NM Sub Office, El Paso Processing Center, El Paso Del Norte (PDN) port of entry, and Otero County Processing Center (CLIN 1009). The average number of detainees transported during each run is estimated at 10 detainees, including those direct runs to Paso Del Norte (PDN). Any number of runs in excess of this amount will require prior approval by the Contracting Officer's Representative (COR).</p> <p>2. Preventative Measures required for all runs during the COVID-19 pandemic:</p> <p>a) The Contractor shall post "Seat Closed" signs on alternating seats (every other seat) within the Transportation Vehicle, which shall facilitate social distancing between detainees to keep a safe distance between themselves and others while in transport.</p> <p>b) All Transportation Vehicle Operators are enforcing the 'No Standing Loads' rule to eliminate full busloads. In the case this cannot accommodate every passenger (while maintaining social distancing through the seating of passengers in alternating seats), transportation vehicles shall be available on stand-by for transporting excess passenger loads.</p> <p>c) All Transportation Vehicle Operators are required to wear a face mask to protect themselves and passengers.</p> <p>3. Incorporate Attachment "E", which provides COVID-19 safety and protective guidance as prescribed by the Centers for Disease Control (CDC).</p> <p>4. For CLIN 1006, the total number of miles per month is increased to [REDACTED] miles per month to accommodate additional transportation runs during COVID-19 pandemic. Please see CLIN 1006 for details.</p> <p>5. For CLIN 1008A, the total number of miles per month is increased to [REDACTED] per month to accommodate additional transportation runs during COVID-19 pandemic. In addition, the total mileage rate is increased by [REDACTED] from [REDACTED]. Please see CLIN 1008A for details.</p> <p>6. For CLIN 1009, the total number of miles Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1006	<p>per month is increased to [REDACTED] to accommodate additional transportation runs during COVID-19 pandemic, and the weekly schedule is changed from Monday through Friday, to Monday through Saturday. In addition, the total monthly Please see CLIN 1009 for details.</p> <p>7. For CLIN 1010, the total number of miles per month is increased to [REDACTED] per month to accommodate additional transportation runs during COVID-19 pandemic. Please see CLIN 1010 for details.</p> <p>The total value of this Inter-Governmental Service Agreement (IGSA) is increased by [REDACTED]</p> <p>Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Firm-Fixed Price per month for transportation staffing costs (FTE's and associated expenses): [REDACTED]</p> <p>With this Modification:</p> <p>a) Mileage for this CLIN (which includes staffing costs associated with transports) is increased from [REDACTED] provided by subcontractor (TransCor).</p> <p>b) The Firm-Fixed Price amount of this CLIN is [REDACTED]</p> <p>c) The total value of this CLIN is increased by [REDACTED]</p> <p>No vehicle costs should be included, only fixed costs associated with FTES.</p> <p>The purpose for increasing the mileage under this CLIN is to accommodate additional transportation runs due to COVID-19 (to accomodate social distancing for detainees aboard each Transportation Vehicle). The increase in mileage under this CLIN is effective from 05/15/2020 to Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1008A	<p>05/14/2021. Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1008A to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Mileage Rate - [REDACTED] This CLIN includes all variable costs (vehicle costs, maintenance, fuel, etc.) associated with transports up to [REDACTED] provided by subcontractor (TransCor).</p> <p>With this Modification:</p> <p>a) The Mileage Rate is increased by [REDACTED]</p> <p>b) The total monthly mileage is increased by [REDACTED]</p> <p>The purpose for increasing the mileage under this CLIN is to accommodate additional transportation runs due to COVID-19 (to accomodate social distancing for detainees aboard each Transportation Vehicle). The increase in mileage under this CLIN is effective from 05/15/2020 to 05/14/2021. Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
1009	<p>Change Item 1009 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Firm Fixed Price per month for transportation non-staffing costs - [REDACTED] per month.</p> <p>With this Modification:</p> <p>a) Mileage under this CLIN (which includes non-staffing fixed costs associated with transports) is increased from [REDACTED] [REDACTED] monthly provided by subcontractor (TransCor).</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b) The monthly firm-fixed price amount of this CLIN is increased by [REDACTED]</p> <p>c) The total value of this CLIN is increased by [REDACTED]</p> <p>d) ROUTE 1: From Torrance County Detention Facility (TCDF) to El Paso Processing Center (EPC), El Paso, TX (NOTE: This route includes El Paso Processing Center (EPC), Paso Del Norte (PDN) location at the International Bridge, and Otero County Processing Center.) Frequency: [REDACTED] Vehicle and Seating Capacity: [REDACTED]</p> <p>e) ROUTE 2: From Torrance County Detention Facility (TCDF) to Albuquerque ICE/ERO Sub-Station Frequency: [REDACTED] based upon operational needs regarding movements of detainees as requested by COR. Vehicle and Seating Capacity: [REDACTED]</p> <p>f) ROUTE 3: From Torrance County Detention Facility (TCDF) to Roswell ICE/ERO Sub-Station Frequency: [REDACTED]); NOTE: This route has not been activated, but this route may be requested by COR in response to operational needs. Vehicle and Seating Capacity: [REDACTED]</p> <p>The routes stated in this CLIN are subject to change in response to operational needs.</p> <p>The purpose for increasing the mileage under this CLIN is to accommodate additional transportation runs due to COVID-19 (to accomodate social distancing for detainees aboard each Transportation Vehicle). The increase in mileage under this CLIN is effective from 05/15/2020 to 05/14/2021. Obligated Amount: [REDACTED] Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1010	<p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1010 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - [REDACTED] With this Modification, the amount of mileage provided for transports under this CLIN is increased from [REDACTED] monthly provided by subcontractor (TransCor).</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF ATTN [REDACTED] PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0957465170000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009	10B. DATED (SEE ITEM 13) 05/15/2019

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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW the Terms and Conditions of 70CDCR19DIG000009
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 095746517

COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

Contract Specialist: [REDACTED] 202-732-[REDACTED]@ice.dhs.gov

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

The purpose of this modification is to:

1) Approve the Contractor's Request for Equitable Adjustment (REA) resulting from DOL Wage Determination Number 2015-5443, Revision 9, dated 12/23/19. The effective date of approval for this REA is August 1, 2020. Funding due as a result of this REA will be provided on the 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] County Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] TEL: [REDACTED] EMAIL: [REDACTED]@ice.dhs.gov
15C. DATE SIGNED 9.28.2020	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
	16C. DATE SIGNED 9/28/2020

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>current task order 70CDCR20FIGR00237 issued under this Inter-Governmental Service Agreement (IGSA).</p> <p>2) The monthly Firm-Fixed Price rate for CLIN 1001 is increased by [REDACTED]. The total annual increase for CLIN 1001 is [REDACTED] as a result of this Modification. Please see CLIN 1001 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 2001, 3001, and 4001 for details).</p> <p>3) Effective 05/15/2020, the hourly rate for Stationary Guard (CLIN 1003) is increased by [REDACTED]. Please see CLIN 1003 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 2003, 3003, and 4003 for details).</p> <p>4) Effective 05/15/2020, the hourly rate for Escort Service (CLIN 1004) is increased by [REDACTED]. Please see CLIN 1004 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 2004, 3004, and 4004 for details).</p> <p>5) The monthly firm-fixed price rate for CLIN 1006 is increased by [REDACTED]. The total value of this CLIN is [REDACTED], from [REDACTED]. Please see CLIN 1006 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 2006, 3006, and 4006A for details).</p> <p>6) Effective 05/15/2020, the hourly overtime rate for Guard (CLIN 1007) is increased by [REDACTED]. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 2007, 3007, and 4007 for details).</p> <p>7) Delete CLIN 4006 from this IGSA. With this Modification, the total amount of CLIN 4006 is [REDACTED].</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>8) Approved Retroactive Payment Amount: [REDACTED] (from 05/15/2020 to 07/31/2020) which may be billed to Task Order 70CDCR20FIGR00237. The contractor may submit one invoice for this Retroactive Payment Amount.</p> <p>With this Modification, the total value of this Inter-Governmental Service Agreement (IGSA) is increased by [REDACTED]</p> <p>Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>1001 Year 2 - Detention Services - [REDACTED]</p> <p>With this Modification (P00013), effective August 1, 2020, the monthly Firm-Fixed Price rate for CLIN 1001 is increased by [REDACTED]. [REDACTED] the total annual increase for CLIN 1001 is [REDACTED] as a result of this Modification. The total value of this CLIN is [REDACTED].</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>1003 Year 2 - Stationary Guard</p> <p>Effective 05/15/2020, the hourly rate for Stationary Guard is increased [REDACTED]</p> <p>With the incorporation of the contractor's approved REA via Modification P00013, the total approved backpay for this CLIN for May 2020 through August 2020 is [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1004	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1004 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Escort Service</p> <p>Effective 05/15/2020, the hourly rate for Escort Service is [REDACTED]</p> <p>With the incorporation of the contractor's approved REA via Modification P00013, the total approved backpay for this CLIN for May 2020 through August 2020 is \$ [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				
1006	<p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Firm-Fixed Price per month for transportation staffing costs (FTE's and associated expenses): [REDACTED]</p> <p>Effective via Modification P00013:</p> <p>a) The monthly firm-fixed price rate for this CLIN is increased [REDACTED]</p> <p>b) The total value of this CLIN is increased by [REDACTED]</p> <p>c) With the incorporation of the contractor's approved REA via Modification P00013, the total approved backpay for this CLIN for May 2020 through August 2020 is [REDACTED]. The REA also includes the WD increases for the 12 FTE's associated with this CLIN.</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007	<p>Change Item 1007 to read as follows (amount shown is the obligated amount):</p> <p>Year 2 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>Effective 05/15/2020, the hourly overtime rate for Guard is increased by [REDACTED]</p> <p>With the incorporation of the contractor's approved REA via Modification P00013, the total approved backpay for this CLIN for May 2020 through August 2020 is [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
2001	<p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Year 3 - Detention Services - Fixed Monthly payment [REDACTED]</p> <p>Effective with the issuance of Modification P00013, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
2003	<p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Year 3 - Stationary Guard Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Effective 05/15/2020, the hourly rate for Stationary Guard is increased by [REDACTED].</p> <p>Obligated Amount: \$ [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				
	<p>Change Item 2004 to read as follows (amount shown is the obligated amount):</p>				
2004	<p>Year 3 - Escort Service</p> <p>Effective 05/15/2020, the hourly rate for Escort Service is increased by [REDACTED].</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
	<p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p>				
2006	<p>Year 3 - Firm Fixed Price per month for 12 MO transportation staffing costs (FTE's and associated expenses) [REDACTED]. This CLIN includes staffing costs associated with transports up to [REDACTED] provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTEs.</p> <p>Effective with the issuance of Modification P00013, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED].</p> <p>The total amount of this CLIN is increased by [REDACTED].</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
	<p>Change Item 2007 to read as follows (amount shown is the obligated amount):</p>				
2007	<p>Year 3 - Overtime Hourly Guard Rate for those Continued ...</p>				[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>hours (approved by the COR) that require overtime.</p> <p>Effective 05/15/2020, the hourly overtime rate for Guard is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p>				
3001	<p>Year 4 - Detention Services - Fixed Monthly payment [REDACTED]</p> <p>Effective with the issuance of Modification P00013, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED] from [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED] to [REDACTED]</p> <p>Obligated Amount: \$ [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3003 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
3003	<p>Year 4 - Stationary Guard</p> <p>Effective 05/15/2020, the hourly rate for Stationary Guard is increased by \$ [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
3004	<p>Year 4 - Escort Service</p> <p>Effective 05/15/2020, the hourly rate for Escort Service is increased by [REDACTED] to [REDACTED]</p> <p>Continued ...</p>				[REDACTED]

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3006 to read as follows (amount shown is the obligated amount):</p>				
3006	<p>Year 4 - Firm Fixed Price per month for 12 MO transportation staffing costs (FTE's and associated expenses) [REDACTED] This CLIN includes staffing costs associated with transports up to [REDACTED] provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTEs.</p> <p>Effective with the issuance of Modification P00013, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Amount: [REDACTED] (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3007 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
3007	<p>Year 4 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>Effective 05/15/2020, the hourly overtime rate for Guard is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				[REDACTED]
4001	<p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Detention Services - Fixed Monthly Continued ...</p>				[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000009/P00013

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	payment (714 Bed Guarantee) Effective with the issuance of Modification P00013, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED] [REDACTED] The total amount of this CLIN is increased by [REDACTED] from [REDACTED] [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4003 to read as follows (amount shown is the obligated amount): 4003 Year 5 - Stationary Guard [REDACTED] Effective 05/15/2020, the hourly rate for Stationary Guard is increased by [REDACTED] from [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4004 to read as follows (amount shown is the obligated amount): 4004 Year 5 - Escort Service [REDACTED] Effective 05/15/2020, the hourly rate for Escort Service is increased by [REDACTED] [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4006 to read as follows (amount shown is the obligated amount): 4006 Year 5 - RENOVATIONS OF ADMIN SPACE [REDACTED] This CLIN is deleted from this IGSA effective with the issuance of Modification P00013. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000009/P00013

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4006A	<p>Change Item 4006A to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Firm Fixed Price per month for 12 MO transportation staffing costs (FTE's and associated expenses) [REDACTED]. This CLIN includes staffing costs associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTEs.</p> <p>Effective with the issuance of Modification P00013, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4007	<p>Change Item 4007 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>Effective 05/15/2020, the hourly overtime rate for Guard is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF ATTN [REDACTED] PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0957465170000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009	10B. DATED (SEE ITEM 13) 05/15/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW the Terms and Conditions of 70CDCR19DIG000009

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: 095746517

COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov)

ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov)

Contract Specialist: [REDACTED] 202-235-[REDACTED]@ice.dhs.gov)

Contracting Officer: [REDACTED] 202-380-[REDACTED]@ice.dhs.gov)

The purpose of this modification is to memorialize Contract Discrepancy Report (CDR) 12-21-2020 as attached. The invoice for December 2020 shall be deducted [REDACTED] of the total invoice amount. Subsequent monthly invoices shall be deducted [REDACTED] from the total invoice amount until the performance requirements detailed in the CDR are satisfied. The Government reserves the right, in accordance with the CDR, to increase the monthly invoice deduction
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15C. DATE SIGNED 3.3.2021		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED Digitally signed by [REDACTED] Date: 2021.03.04 17:08:25 -05'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000009/P00014

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>u [REDACTED]. Period of Performance: 05/15/2019 to 05/14/2024 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

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, RM [REDACTED] WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. x 70CDCR19DIG000009
	10B. DATED (SEE ITEM 13) 05/15/2019

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 IAW the Terms and Conditions of 70CDCR19DIG000009

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: 095746517
CONTACT INFORMATION

COR: [REDACTED], 915-856-[REDACTED]@ice.dhs.gov
ACOR: [REDACTED] 915-85-[REDACTED]@ice.dhs.gov
Contract Specialist: [REDACTED], 202-23-[REDACTED]@ice.dhs.gov
Contracting Officer: [REDACTED] 202-92-[REDACTED]@ice.dhs.gov

The purpose of this modification is to:

1) Incorporate the updated U.S. Department of Labor (DoL) Wage Determination (WD) 2015-5443,
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)
	TEL: [REDACTED] MAIL: [REDACTED]@ice.dhs.gov
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Office)
	Digitally signed by [REDACTED] ED Date: 2021.08.12 15:20:51 -04'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Revision 11, dated 12/21/2020, into this Inter-Governmental Service Agreement (IGSA). The effective date of incorporation of this WD into this IGSA is 05/14/2021. The updated WD is attached to this modification.</p> <p>Period of Performance: 05/15/2019 to 05/14/2024 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009
		10B. DATED (SEE ITEM 13) 05/15/2019

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	IAW the Terms and Conditions of 70CDCR19DIG000009

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: 095746517

CONTACT INFORMATION

CO: [REDACTED] 915-856 [REDACTED]@ice.dhs.gov
 ACOR: [REDACTED] 915-856 [REDACTED]@ice.dhs.gov
 Contract Specialist/Contracting Officer [REDACTED] 202-92 [REDACTED]
 [REDACTED]@ice.dhs.gov)

The purpose of this modification is to memorialize additional action taken as a result of Contract Discrepancy Report (CDR) 12-21-2020. The invoice for May 15, 2021 - May 30, 2021 and subsequent monthly invoices shall be deducted by 10% from the total invoice amount
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] TEL: [REDACTED] MAIL [REDACTED]@ice.dhs.gov
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
	16C. DATE SIGNED Digitally signed by [REDACTED] Date: 2021.09.14 21:08:33 -04'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>until the performance requirements detailed in the CDR are satisfied. The Government reserves the right, in accordance with the CDR, to decrease the monthly invoice deduction back down to [REDACTED] as deemed appropriate by the Contracting Officer. Period of Performance: 05/15/2019 to 05/14/2024 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>----- NOTHING FOLLOWS</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0957465170000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009	
		10B. DATED (SEE ITEM 13) 05/15/2019	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW the Terms and Conditions of 70CDCR19DIG000009

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: 095746517

CONTACT INFORMATION

COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

Contract Specialist/Contracting Officer: [REDACTED] 202-923-[REDACTED]
[REDACTED]@ice.dhs.gov

1) The purpose of administrative modification P00017 is to approve the Request for Equitable/Service Contract Act Adjustment submitted by Core Civic on behalf of the Local Government Corporation Torrance County on September 10, 2021, concerning Bed Day Rates 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] Deputy County Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15B. CONTRACTING OFFICER [REDACTED]	16B. UNITED STATES OF AMERICA [REDACTED] D
15C. DATE SIGNED 11-30-2021	(Signature of Contracting Officer) Date: 2021.11.01 09:39:52 -05'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(BDR) and Escort/Stationary Guard Rates and Escort/Stationary Guard Overtime Rate at the Torrance County Detention Facility in Estancia, NM. The REA addresses Wage Determination 2015-5443, Revision 11, dated 12/21/2021 and effective 05/15/2021 and was incorporated into the contract by 70CDCR19DIG000009 P00015. The new rates are retroactively incorporated beginning 05/15/2021. For billing purposes, the new rates as indicated below shall take effect 11/01/2021. A retroactive payment in the total amount of [REDACTED] is approved to satisfy the increases between 05/15/2021 - 10/31/2021 and will be provided under the current task order 70CDCR21FIG00191 issued under this Inter-Governmental Service Agreement (IGSA).</p> <p>2) The monthly Firm-Fixed Price rate for CLIN 2001 is increased by [REDACTED] from [REDACTED]. The total annual increase for CLIN 2001 is \$ [REDACTED] as a result of this Modification. Please see CLIN 2001 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 3001, and 4001 for details).</p> <p>3) Effective 05/15/2021, the hourly rate for Stationary Guard (CLIN 2003) is increased by [REDACTED]. Please see CLIN 2003 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 3003, and 4003 for details).</p> <p>4) Effective 05/15/2021, the hourly rate for Escort Service (CLIN 2004) is increased by [REDACTED]. Please see CLIN 2004 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 3004, and 4004 for details).</p> <p>5) The monthly firm-fixed price rate for CLIN 2006 is increased by [REDACTED]. The total value of this CLIN is increased by [REDACTED] from [REDACTED]. Please see CLIN 2006 for details. (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 3006, and 4006A for details).</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6) Effective 05/15/2021, the hourly overtime rate for Guard (CLIN 2007) is increased by [REDACTED] from [REDACTED] (For the corresponding increases incorporated into the out-year CLINs, please see CLINs 3007, and 4007 for details).</p> <p>7) Approved Retroactive Payment Amount: [REDACTED] (from 05/15/2021 to 10/31/2021) which may be billed to Task Order 70CDCR21FIGR00191. The contractor may submit one invoice for this Retroactive Payment Amount. With this Modification, the total value of this Inter-Governmental Service Agreement (IGSA) is increased by [REDACTED] to [REDACTED]. Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p>				
2001	<p>Year 3 - Detention Services - Fixed Monthly payment [REDACTED]</p> <p>Effective with the issuance of Modification P00017, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED] from [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p>				
2003	<p>Year 3 - Stationary Guard</p> <p>Effective 05/15/2021, the hourly rate for Stationary Guard is increased by [REDACTED] from [REDACTED]</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000009/P00017

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2004 to read as follows (amount shown is the obligated amount):				
2004	Year 3 - Escort Service Effective 05/15/2021, the hourly rate for Stationary Guard is increased by [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2006	Change Item 2006 to read as follows (amount shown is the obligated amount): Year 3 - Firm Fixed Price per month for 12 MO transportation staffing costs (FTE's and associated expenses) [REDACTED] This CLIN includes staffing costs associated with transports up to [REDACTED] provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTEs. Effective with the issuance of Modification P00017, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED] The total amount of this CLIN is increased by [REDACTED] Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2007	Change Item 2007 to read as follows (amount shown is the obligated amount): Year 3 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime. Effective 05/15/2021, the hourly rate for Continued ...				

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Stationary Guard is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Detention Services - [REDACTED]</p> <p>Effective with the issuance of Modification P00017, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3003 to read as follows (amount shown is the obligated amount):</p>				
3001	<p>Year 4 - Detention Services - [REDACTED]</p> <p>Effective with the issuance of Modification P00017, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3003 to read as follows (amount shown is the obligated amount):</p>				
3003	<p>Year 4 - Stationary Guard</p> <p>Effective 05/15/2021, the hourly rate for Stationary Guard is increased [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p>				
3004	<p>Year 4 - Escort Service</p> <p>Effective 05/15/2021, the hourly rate for Stationary Guard is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000009/P00017

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3006	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 3006 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Firm Fixed Price per month for 12 MO transportation staffing costs (FTE's and associated expenses) [REDACTED] This CLIN includes staffing costs associated with transports up to [REDACTED] provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTEs.</p> <p>Effective with the issuance of Modification P00017, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Amount: [REDACTED] Option Line Item) 04/14/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
3007	<p>Change Item 3007 to read as follows (amount shown is the obligated amount):</p> <p>Year 4 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>Effective 05/15/2021, the hourly rate for Stationary Guard is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
4001	<p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Detention Services - Fixed Monthly payment (714 Bed Guarantee)</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Effective with the issuance of Modification P00017, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED] from [REDACTED]</p> <p>The total amount of this CLIN is increased by \$ [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4003 to read as follows (amount shown is the obligated amount):</p>				
4003	<p>Year 5 - Stationary Guard</p> <p>Effective 05/15/2021, the hourly rate for Stationary Guard is increased by [REDACTED] from [REDACTED]</p> <p>Obligated Amount: \$ [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4004 to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
4004	<p>Year 5 - Escort Service</p> <p>Effective 05/15/2021, the hourly rate for Stationary Guard is increased by [REDACTED]</p> <p>Obligated Amount: \$ [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4006A to read as follows (amount shown is the obligated amount):</p>				[REDACTED]
4006A	<p>Year 5 - Firm Fixed Price per month for 12 MO transportation staffing costs (FTE's and associated expenses) [REDACTED] This CLIN includes staffing costs associated with transports up to [REDACTED] monthly provided by subcontractor (TransCor). No vehicle costs should be included, only fixed costs associated with FTEs.</p> <p>Continued ...</p>				[REDACTED]

CONTINUATION SHEET

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70CDCR19DIG000009/P00017

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4007	<p>Effective with the issuance of Modification P00017, the monthly firm-fixed price amount for this CLIN is increased by [REDACTED]</p> <p>The total amount of this CLIN is increased by [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4007 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>Effective 05/15/2021, the hourly rate for Stationary Guard is increased by [REDACTED] from [REDACTED]</p> <p>Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>			[REDACTED]	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

P00018

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

70CDCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

DETENTION COMPLIANCE AND REMOVALS
U.S. Immigration and Customs Enforcement
Office of Acquisition Management
801 I ST NW, RM [REDACTED]
WASHINGTON DC 20536

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

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

TORRANCE COUNTY OF
PO BOX 48
ESTANCIA NM 870160048

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
70CDCR19DIG000009

10B. DATED (SEE ITEM 13)

CODE 0957465170000

FACILITY CODE

05/15/2019

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 IAW the Terms and Conditions of 70CDCR19DIG000009

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: 095746517

CONTACT INFORMATION

COR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

Contract Specialist/Contracting Officer: [REDACTED] 202-923-[REDACTED]
[REDACTED]@ice.dhs.gov

This modification creates a CLIN for the addition of two Advanced Practice Provider positions into IGSA 70CDCR19DIG000009. These FTEs will perform services in accordance with the attached position description. Pricing is in accordance with the vendor's quote
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], County Manager

TEL: [REDACTED] EMAIL: [REDACTED]@ice.dhs.gov

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

1.12.2022

Digitally signed by [REDACTED]

Date: 2022.01.13 08:19:19 -05'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000009/P00018

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4011	<p>submitted on October 8, 2021. In accordance with the attached "ICE APC Addition Estimated Timetable" provided by the vendor in their proposal, the estimated time to onboard for these positions is 239 - 355 days from the date of this modifications signature.</p> <p>Positions under the APP CLIN are to be invoiced on a Labor Hour basis. The vendor agrees to invoice for these positions on a per-hour basis using the hourly rates stated at the CLIN and only for hours actually worked by the positions. Funds will be provided at the task order level.</p> <p>Period of Performance: 05/15/2019 to 05/14/2024</p> <p>Add Item 4011 as follows:</p> <p>Advanced Practice Provider Positions This is a Labor Hour CLIN. The positions are to be invoiced for actual hours worked at an hourly rate of [REDACTED]</p> <p>Two positions at 2,080 hours per year per position (a total of [REDACTED])</p> <p>Annual amount per position is [REDACTED] for a total amount of [REDACTED] (Not Separately Priced) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

**ADVANCED PRACTICE PROVIDER
NURSE PRACTITIONER or PHYSICIAN ASSISTANT**

INTRODUCTION

The ICE Health Services Corps (IHSC) exists within the organizational structure of the United States Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) under the supervision of the Department of Homeland Security (DHS). The United States Public Health Service (USPHS) Commissioned Corps Officers, civil service staff and contractors comprise the healthcare professionals working together to provide quality healthcare services. IHSC serves as the medical experts for ICE detainee health care. IHSC is committed to excellence in detention and correctional health care and the provision of safe and high-quality care to those in ICE custody.

DESCRIPTION OF DUTIES:

Nurse practitioners and physician assistants form the IHSC advanced practice provider team. Although there are some differences in the professions, NPs and PAs work together in IHSC with the same expectations for core clinical care. The IHSC mission is comprehensive and the unique detention environment requires APPs to have a broad clinical background. The core scope of practice includes but is not limited to: family practice, including family units and office-based procedures; urgent and emergency care, behavioral health care, infectious disease and public health management, case management, and gender specific care, including transgender care and management of pregnancy; All health care provided to ICE detainees is governed by IHSC policy and established detention standards. All IHSC APPs provide health care under the scope of a collaborative practice and prescriptive authority agreement with a physician.

REQUIRED EDUCATION AND EXPERIENCE - All IHSC Facilities

1. **Physician Assistant** - Graduate from an accredited Physician Assistant program located in a State, the District of Columbia, or a U.S. territory. Must be accredited by the Accreditation Review Commission on Education for the Physician Assistant (ARC-PA) or one of its predecessors. The degree issuing institution and/or program must be accredited by an entity recognized by the U.S. Department of Education.
2. **Nurse Practitioner** - Graduate from an accredited Family Nurse Practitioner program located in a State, the District of Columbia, or a U.S. territory. The degree issuing institution and/or program must be accredited by an entity recognized by the U.S. Department of Education.
3. One-year full-time equivalent of experience in primary care as a licensed Nurse Practitioner or Physician Assistant. Clinical experience must be current and within the past five years.
4. Experience in a detention, correctional or residential healthcare setting (preferred, not required).
5. **For Family Residential Centers**
 1. One-year full-time equivalent of experience in primary care as a licensed Nurse Practitioner or Physician Assistant with proficiency providing care to women and pediatric patients of all ages.
 2. Clinical experience must be current and within the past five years.

CONTRACT POSITION DESCRIPTION

REQUIRED LICENSURE/CERTIFICATION

1. Must have and maintain an unrestricted, current Nurse Practitioner or Physician Assistant license in the state in which the duty station is located. Any changes to license must be reported to employer immediately.
2. Must have and maintain national certification as nurse practitioner or physician assistant.
 - a. **Physician Assistant** - Must have and maintain certification as a Physician Assistant by the National Commission on Certification of Physician Assistants (NCCPA).
 - b. **Nurse Practitioner** - Must have and maintain board certification as Family Nurse Practitioner by the American Nurse Credentialing Center (AANC) or American Academy of Nurse Practitioners (AANP).
3. Must have and maintain unrestricted license to prescribe controlled medications from the Drug Enforcement Agency (DEA) and in state in which the duty station is located.
4. Must have and maintain one of the following certifications: Basic Life Support for health care providers through the American Heart Association®, CPR for the professional rescuer through the American Red Cross or the American Safety and Health Institute.
5. This position requires credentialing and a signed collaborative practice and prescriptive authority agreement with a physician.

ATTRIBUTES AND PROFESSIONAL QUALITIES

1. Ability to establish and maintain positive working relationships with patients, co-workers, and stakeholders in a multidisciplinary, multicultural, and multi-lingual environment.
2. Flexibility and adaptability to changes in schedules and work requirements.
3. Strong organizational, problem solving, and decision-making skills.
4. Maintains patient confidentiality and confidentiality of medical records.
5. Demonstrates integrity, honesty, and cultural competency.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Ability to utilize and document interpreter/translation or other assisted communication services as needed to ensure communication with patients or stakeholders with Limited English Proficient (LEP), disability, or impediment.
2. Verbal and written proficiency in English.
3. Ability to navigate an electronic work environment, electronic health records, web-based training, and electronic communications.
4. Knowledge of, and moderate proficiency in, common Microsoft Office programs, specifically Microsoft Word, Excel, Outlook, and SharePoint.
5. Functional proficiency and ability to document detainee health care in the required electronic health record, in the required format, in a timely manner, and in compliance with IHSC policy and guidance.
6. Knowledge of regulations (HIPAA/Privacy Act) regarding the confidentiality of patient medical records and information as well as Personally Identifiable Information (PII).
7. Verbal and written proficiency in Spanish (preferred, not required).

MAJOR DUTIES AND RESPONSIBILITIES

1. Adheres to the IHSC Advanced Practice Provider (APP) Collaborative Practice and Prescriptive Authority Agreement (CP/PAA).

CONTRACT POSITION DESCRIPTION

2. Works as part of an integrated health care team to provide acute, emergent, and chronic health care to patients in compliance with IHSC policy and guidance and accreditation standards as prescribed by ICE/IHSC.
3. Performs comprehensive history and physical evaluations, behavioral health care, and minor outpatient surgical procedures for detainees as required by the medical condition.
4. Demonstrates appropriate application of clinical knowledge within documented treatment plans, prescriptions, and provides treatment throughout the life span as appropriate to discipline and facility setting.
5. Demonstrates appropriate application of clinical knowledge within documented lab/diagnostic ordering and interpretation, medication prescribing practices, referrals to consultants, follow-up after hospitalization or consultation.
6. Participates in and complies with court ordered treatment plans to include evaluation and treatment of patients with psychiatric illness or life-threatening conditions including hunger strike.
7. Provides full spectrum of age and gender specific health care to include treatment of gender dysphoria and pregnancy.
8. Consults with the staff physician, clinical director, and/or IHSC consultants as required by policy and for complex medical and/or psychiatric patients.
9. Provides infirmary care including admission, discharge, and daily rounds for patients that require higher level of care and monitoring.
10. Interprets Tuberculin skin tests (TSTs) and diagnostic studies, manages Direct Observation Therapy (DOT) for treatment of active or latent tuberculosis.
11. Takes appropriate infection control actions in accordance with IHSC policy and guidance.
12. Adheres to universal precautions and properly disposes of all sharps and infectious waste.
13. Provides relevant patient health education to detainees verbally and/or with handouts.
14. Assists with preparation for accreditation and ongoing compliance with standards as assigned.
15. Attends on-site, regional, and national meetings as required.
16. Completes all initial, annual, and ad hoc training as required.
17. Participates in all required credentialing and peer review processes as required.
18. Facilitates and mentors APP onboarding and training.
19. Demonstrates level of productivity that is on par with the average APP productivity at the assigned facility.

DUTY HOURS / ON-CALL REQUIREMENTS

1. IHSC operates 24/7/365; Response is required during an emergency activation.
2. This position requires rotational on-call duties and may necessitate return to the facility to provide care.
3. This position requires availability to work both day and evening shifts. Availability during weekends and holidays is also required.

SECURITY REQUIREMENTS

1. The Department of Homeland Security's Personnel Security Unit (PSU) must render an Initial Preliminary Favorable Fitness Determination to be considered a qualified candidate.

ICE APC Addition Estimated Timetable

Facility	Recruitment Status			Offer Status			Credentialing		Background Clearance Status				Hire Status		Total Timeframe
	Recruitment Phase	Qualified Applicant Pool Evaluated	Applicant Interviews	Offer Extended	Offer Negotiated & Contemplated	Offer Accepted	PSV/Licensure Verification	Full Credential	e-QIP initiated	e-QIP submitted	ICE Issues Resolution	Preliminary Clearance Received	On Board	Training Completed	Total Days
Torrance - APC	65 to 81 Days			9 to 24 Days			33 to 44 Days		104 to 164 Days				28 to 42 Days		239 to 355 Days

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0957465170000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009	10B. DATED (SEE ITEM 13) 05/15/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW the Terms and Conditions of 70CDCR19DIG000009

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: 095746517

CONTACT INFORMATION

COR: [REDACTED], 915-856-[REDACTED]@ice.dhs.gov

ACOR: [REDACTED] 915-856-[REDACTED]@ice.dhs.gov

Contract Specialist/Contracting Officer: [REDACTED], 202-923-[REDACTED]
[REDACTED]@ice.dhs.gov

This modification is issued to effect the following changes:

- Effective January 1, 2022, the Guaranteed Minimum (GM) under CLINs 2001, 3001 and 4001
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15B. CONTRACTOR OFFICER [REDACTED]	16B. UNITED STATES OF AMERICA [REDACTED]
15C. DATE SIGNED 2.8.2022	16C. Digitally signed by [REDACTED] (Signature of Contracting Officer)
	16D. Date: 2022.02.09 16:10:02 -05'00'

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>is hereby reduced from [REDACTED] Staffing levels shall be in effect for the 505 GM population. The Staffing Pattern dated 9/15/2021 provided by the contractor that corresponds to this level is hereby incorporated by reference.</p> <p>2) Tiered pricing for CLINs 2001, 3001 & 4001 are established as follows: CLIN 2001: At Detainee Count 1-505, fixed monthly payment of [REDACTED]. The fixed monthly payment will be allocated between ICE and the USMS as follows: USMS Monthly Total Daily Population (man-days) x [REDACTED] + USMS portion of fixed monthly payment. ICE shall be responsible for the difference between what USMS pays and the fixed monthly amount. At Detainee Count [REDACTED] Per Diem is established at the rate of [REDACTED]. At Detainee Coun [REDACTED] Per Diem is established at the rate of [REDACTED]. As a result of the reduction in the GM, the monthly payment shall be decreased by [REDACTED] from [REDACTED] and the total CLIN amount shall be decreased by [REDACTED] from [REDACTED]. The monthly fixed rate shall be calculated as follows: [REDACTED] [REDACTED] This amount shall be billed monthly.</p> <p>CLIN 3001: At Detainee Count 1-505, fixed monthly payment of [REDACTED]. The fixed monthly payment will be allocated between ICE and the USMS as follows: USMS Monthly Total Daily Population (man-days) x [REDACTED] = USMS portion of fixed monthly payment. ICE shall be responsible for the difference between what USMS pays and the fixed monthly amount. At Detainee Count [REDACTED] is established at the rate of [REDACTED]. At Detainee Count [REDACTED] Per Diem is established at the rate of [REDACTED]. The rate for the USMS is derived by the total quantity of monthly man-days multiplied by the bed day rate of [REDACTED].</p> <p>As a result of the reduction in the GM, the Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>monthly payment shall be decreased by [REDACTED] from [REDACTED] and the total CLIN amount shall be decreased by [REDACTED] from [REDACTED]. The monthly fixed rate shall be calculated as follows: [REDACTED] [REDACTED] bed day rate (per diem). This amount shall be billed monthly.</p> <p>CLIN 4001: At Detainee Count 1-505, fixed monthly payment of [REDACTED]. The fixed monthly payment will be allocated between ICE and the USMS as follows: USMS Monthly Total Daily Population (man-days) x [REDACTED] = USMS portion of fixed monthly payment. ICE shall be responsible for the difference between what USMS pays and the fixed monthly amount.</p> <p>At Detainee Count [REDACTED] established at the rate of [REDACTED]. At Detainee Count [REDACTED] established at the rate of [REDACTED]. The rate for the USMS is derived by the total quantity of monthly man-days multiplied by the bed day rate of [REDACTED].</p> <p>As a result of the reduction in the GM, the Monthly payment shall be decreased [REDACTED] and the total CLIN amount shall be decreased by [REDACTED] from [REDACTED]. The monthly fixed rate shall be calculated as follows: [REDACTED] [REDACTED] per day / [REDACTED] (per diem) This amount shall be billed monthly.</p> <p>3) CLINs 3002 and 4002 are deleted in their entirety.</p> <p>4) Decrease the number of beds available for use by the U.S. Marshals Service (USMS) under CLIN 2001. USMS may utilize beds in a quantity of [REDACTED] decreased from a [REDACTED]. The GM stated for these CLINs is inclusive of this quantity. The rate for the USMS is derived by the total quantity of monthly man-days multiplied by the bed day rate (per diem). Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>5) To change the use of this facility to include Male and Female populations.</p> <p>6) To incorporate the following changes to the Transportation CLINS as follows:</p> <p>a. Coverage is for Monday-Sunday (7 days per week) operations (52 weeks).</p> <p>b. Routes included are El Paso which includes the El Paso Processing Center, Paso Del Norte International Bridge and the Otero County Processing Center ([REDACTED] Albuquerque Sub-Station [REDACTED] Sub-Station [REDACTED] and Albuquerque Airport [REDACTED])</p> <p>c. Miles shall be capped at [REDACTED]. There are no On-Demand charges within the [REDACTED] monthly limit</p> <p>d. CLIN 2006 FFP Staffing- Shall be decreased by [REDACTED]</p> <p>e. CLIN 2007 (TransCor): Overtime Hourly Guard Rate shall be increased by [REDACTED]</p> <p>f. CLIN 2008 (CoreCivic): Local transportation mileage remains unchanged</p> <p>g. CLIN 2008A (TransCor): [REDACTED]</p> <p>h. CLIN 2009 (TransCor): [REDACTED]</p> <p>i. CLIN 2010 (TransCor): [REDACTED]</p> <p>7) The following CLINs are changed as outlined below:</p> <p>a. CLIN 3008A (TransCor): [REDACTED] for vehicle related costs</p> <p>b. CLIN 3009 (TransCor): [REDACTED] for non-staffing fixed costs</p> <p>c. CLIN 3010 (TransCor): [REDACTED] for all miles over [REDACTED]</p> <p>d. CLIN 4008A (TransCor): [REDACTED] for vehicle related costs</p> <p>e. CLIN 4009 (TransCor): [REDACTED] for non-staffing fixed costs</p> <p>f. CLIN 4010 (TransCor): [REDACTED] for all miles over [REDACTED]</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 05/15/2019 to 05/14/2024 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p> <p>-----</p> <p>NOTHING FOLLOWS</p>				

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 OF 7
2. CONTRACT NO. 70CDCR19DIG000009		3. AWARD/EFFECTIVE DATE 05/23/2019	4. SOLICITATION NUMBER		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)
7. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite [REDACTED] WASHINGTON DC 20536		8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUS NESS <input type="checkbox"/> HUBZONE SMALL BUS NESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB NAICS: SIZE STANDARD:	
		NO COLLECT CALLS		% FOR:	

9. (AGENCY USE)

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

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

13. CONTRACTOR OFFEROR TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048 TELEPHONE NO. DUNS NO. 095746517 <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	14. PAYMENT WILL BE MADE BY ICE-ERO/FOD-FEP DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FEP Williston VT 05495-1620
--	--

15. PROMPT PAYMENT DISCOUNT
Various

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

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	DUNS Number: 095746517 COR: [REDACTED] Phone: 915-856-[REDACTED] Email: [REDACTED]@ice.dhs.gov Contract Specialist: [REDACTED] Phone: 202-732-[REDACTED] Email: [REDACTED]@ice.dhs.gov Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA See Schedule	24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY) [REDACTED]
---	--

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>	26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>
--	---

27. SIGNATURE OF OFFEROR/CONTACTOR	28. SIGNATURE OF CONTRACTING OFFICER
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED
	05/15/2019

NO RESPONSE FOR REASONS CHECKED

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

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

Large empty rectangular area for providing details or comments.

FROM:

AFFIX
STAMP
HERE

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

SOLICITATION NO. _____

DATE AND LOCAL TIME _____

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>Contracting Officer: [REDACTED] Phone: 202-732-[REDACTED] Email: [REDACTED]@ce.dhs.gov Period of Performance: 05/15/2019 to 04/14/2024</p> <p>The purpose of the above referenced Inter-Governmental Service Agreement (IGSA) contract between the Department of Homeland Security, Immigration and Customs Enforcement and Torrance County, is to provide detention and transportation services at the Torrance County Detention Facility. All subsequent Task Orders shall be placed in accordance with IDIQ contract 70CDCR19D00000009.</p>				
0001	<p>Detention Services - Base Year Fixed Monthly payment ([REDACTED]) Obligated Amount: \$ [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
0002	<p>Detention Services - Base Year Above [REDACTED] Obligated Amount: \$ [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
0003	<p>Stationary Guard Base Year Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
0004	<p>Escort Service Base Year Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	
0005	<p>Detainee Work Program Reimbursement Base Year: Obligated Amount: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
1001	Detention Services - Option Period 1 Fixed Monthly payment () Amount: (Option Line Item) 04/14/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
1002	Detention Services - Option Period 1 Above Amount: (Option Line Item) 04/14/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
1003	Stationary Guard Option Period 1 Amount: (Option Line Item) 04/14/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
1004	Escort Service Option Period 1 Amount: (Option Line Item) 04/14/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
1005	Detainee Work Program Reimbursement Option Period 1: (Option Line Item) 04/14/2020 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	[REDACTED]			
2001	Detention Services - Option Period 2 Fixed Monthly payment () Amount: (Option Line Item) 04/14/2021 Product/Service Code: S206 Continued ...	[REDACTED]			

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	Product/Service Description: HOUSEKEEPING- GUARD				
2002	Detention Services - Option Period 2 Above [REDACTED] Amount: [REDACTED] (Option Line Item) 04/14/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
2003	Stationary Guard Option Period 2 Amount: [REDACTED] (Option Line Item) 04/14/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
2004	Escort Service Option Period 2 Amount: [REDACTED] (Option Line Item) 04/14/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
2005	Detainee Work Program Reimbursement Option Period 2: [REDACTED] Amount: [REDACTED] (Option Line Item) 04/14/2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
3001	Detention Services - Option Period 3 Fixed Monthly payment [REDACTED] Amount: [REDACTED] (Option Line Item) 04/14/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				[REDACTED]
3002	Detention Services - Option Period 3 Above [REDACTED] Amount: [REDACTED] (Option Line Item) 04/14/2022 Product/Service Code: S206 Continued ...				[REDACTED]

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TORRANCE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
3003	Product/Service Description: HOUSEKEEPING- GUARD Stationary Guard Option Period 3 Amount: ██████████ (Option Line Item) 04/14/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3004	Escort Service Option Period 3 Amount: ██████████ (Option Line Item) 04/14/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3005	Detainee Work Program Reimbursement Option Period 3: Amount: ██████████ (Option Line Item) 04/14/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				██████████
4001	Detention Services - Option Period 4 Fixed Monthly payment (██████████) Amount: ██████████ (Option Line Item) 04/14/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4002	Detention Services - Option Period 4 Above ██████████ Amount: ██████████ (Option Line Item) 04/14/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4003	Stationary Guard Option Period 4 Amount: ██████████ (Option Line Item) 04/14/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
4004	Escort Service Option Period 4 Amount: [REDACTED] (Option Line Item) 04/14/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4005	Detainee Work Program Reimbursement Option Period 4: [REDACTED] per day Amount: [REDACTED] (Option Line Item) 04/14/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
The total amount of award: [REDACTED] The obligation for this award is shown in box 24.					

70CDCR19DIG000009
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
TORRANCE COUNTY, NEW MEXICO

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

**Torrance County Detention Facility
209 County Road A049
Estancia, NM 87016**

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

- Bilaterally Signed Intergovernmental Service Agreement (IGSA)
- Attachment 1 – IHSC Formulary FY 2016
- Attachment 2 – Torrance County and CoreCivic Agreement
- Attachment 3 – Jail Cost Statement for Torrance County, dated April 2019
- Attachment 4 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 5 – Wage Determination 2015-5443, Revision 7 Dated 12/26/2018
- Attachment 6 – Quality Control Plan
- Attachment 7 – Quality Assurance Surveillance Plan
 - Attachment 7(a) – Performance Requirements Summary
 - Attachment 7(b) – Sample Contract Deficiency Report
- Attachment 8 – Performance Work Statement (PWS)
- Attachment 9 – Staffing Plan
- Attachment 10 – Intake Screening Form Template
- Attachment 11 – Trauma Informed Care Guidance
- Attachment 12 – Clinical Practice Guidelines
- Attachment 13 – Quality Improvement Audit Tool
- Attachment 15 – Torrance Recreation Schedule
- Attachment 16 – Torrance Visitation Schedule
- Attachment 17 – Torrance Ramp Plan
- Attachment 18 – DHS PREA Standards
- Attachment 19 – G-391 Data Collection Categories and Descriptions

- o Attachment 19(a) – G-391 Transportation Data Template

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:

U.S. Immigration and Customs Enforcement

ACCEPTED:

Torrance County, New Mexico

██████████
Contracting Officer

Signature: ██████████

Date: 5/15/2019

██████████
County Manager

Signature: ██████████

Date: May 15, 2019

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 [REDACTED] ICE agrees to maintain a minimum population of at least [REDACTED] subject to the provisions contained within this Agreement. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Year 1 Fixed Monthly Payment [REDACTED] per month, plus
Year 1 Bed Day Rate [REDACTED] \$ [REDACTED]

Year 2 Fixed Monthly Payment ([REDACTED], plus
Year 2 Bed Day Rate ([REDACTED] \$ [REDACTED]

Year 3 Fixed Monthly Payment ([REDACTED] per month, plus
Year 3 Bed Day Rate [REDACTED] \$ [REDACTED]

Year 4 Fixed Monthly Payment [REDACTED] plus
Year 4 Bed Day Rate [REDACTED] \$ [REDACTED]

Year 5 Fixed Monthly Payment [REDACTED] plus
Year 5 Bed Day Rate ([REDACTED] \$ [REDACTED]

* Escort Services at Regular Rate [REDACTED]

* Stationary Guard at Regular Rate	\$	██████████
Detainee Work Program Reimbursement	\$	██████████

*Transportation Mileage rate to be in accordance with GSA rates at the time of incurrence

***For medical and other transportation and guard services pursuant to Articles 16 and 17.**

Pricing for Transportation per Article 16.P is to be determined and will be incorporated by modification to this IGSA.

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 2011 Performance-Based National Detention Standards (PBNDS). 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 Torrance County Detention Facility. 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 714- ICE detainee 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. Beginning 90 days after the facility's receipt of the first detainee under this Agreement, Staffing levels shall not fall below a monthly average of 95% of the approved staffing plan each month.
- 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.
- 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 a [REDACTED] bed adult male civil detention facility. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.) ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In

providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with ICE policies and detention standards. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.

- C. Unit of Service and Financial Liability: The unit of service is called a “Bed Day” and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:
- 1) Salaries of elected officials
 - 2) Salaries of employees not directly engaged in the housing and detention of detainees
 - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
 - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
 - 5) Operating costs of facilities not utilized by Federal detainees
 - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
 - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
 - 8) Contingencies
- D. Language Access Services: The Service Provider shall provide language access services, which include interpretation and translation services, for limited English proficient (LEP) detainees. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with detainees who do not read, speak, write, or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Service Provider shall also make special provisions for detainees who are illiterate. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Upon request, ICE will assist the Service Provider in obtaining interpretation and translation services through a toll-free line. The Service Provider shall provide all instructions verbally, either in English or the detainees’ language, as appropriate, to detainees who cannot read.

- E. Disability-Related Services: The Service Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), their implementing federal regulations, any other applicable disability-related federal law and state law, and its obligations under ICE 2011 PBNDS. Specifically, the Service Provider shall ensure that its building and transportation services are physically accessible for detainees with disabilities. Also, as required under applicable federal and state law and under ICE 2011 PBNDS, the Service Provider shall provide detainees with disabilities with accommodations, auxiliary aids, and modifications to policies, practices, and/or procedures to allow them an equal opportunity to access, participate in, or benefit from detention programs, services, and activities. The Service Provider shall allow for effective communication with detainees with disabilities through the provision of 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 sign language interpretation services.
- F. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.
- 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 Performance-Based National Detention Standards and Other Applicable Standards

- A. The Service Provider shall house detainees and perform related detention services at a minimum in accordance with the 2011 edition of ICE Performance Based National Detention Standards (PBNDS), Minimal Level, unless otherwise specified in this agreement. The complete set of standards applicable to this procurement is available from the following website: <http://www.ice.gov/detention-standards/2011/> and are incorporated herein. The Minimal Level PBNDS are required under this Agreement. The Service Provider is not required to provide services at the Optimal Level. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE PBNDS.
- 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 American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. 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 5 to this agreement. If any requirements of the DHS PREA standards conflict with the terms of the 2011 PBNDS, 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. If it is determined that ICE Health Service Corps will not provide direct patient care services at this location then; the Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the applicable 2011 PBNDS, NCCHC and/or ACA standards, including but not limited to: intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary along with all required vaccinations per the CDC recommendations and IHSC policy for certain populations. On site routine labs and CLIA waived testing will be a requirement of the Service Provider. Off-site labs must be approved through the Medpar system and will be paid for by IHSC. Medical supplies will also be provided at

no additional cost to the government or the ICE detained alien. Except as otherwise noted, all of the above costs will be included in the bed day rate for this contract.

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

- B. In the event of a medical emergency, the Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport, if needed. The Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Service Provider or detainee incur any financial liability related to such services. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post approval for emergent care will be the IHSC FMC assigned to this location.
- C. The Service Provider shall furnish a twenty-four (24) hour/seven day per week emergency medical care contact list which must include local hospitals and other offsite service providers. The Service Provider shall ensure they have access to an offsite emergency medical provider at all times.
- D. The Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area including any isolation rooms as well as other special housing areas within the facility. The service provider must provide training on all emergency plans to the on-site medical staff.
- E. A true copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany the detainee outlining necessary care during transit that includes current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel.
- F. The Service Provider shall ensure that all health care providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract.
- G. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Service

Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, and as spelled out in 2011 PBNDS.

- H. Onsite health care personnel shall perform **initial medical screening** within (12) hours of arrival to the Facility. Arrival screening shall include, at a minimum, all questions captured on the IHSC 795-A or equivalent. Required testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method and recording the history of past and present illnesses (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also contain height, weight, and a complete set of vital signs (BP, P, T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern.
- I. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and in accordance with detention, 2011 PBNDS, National Commission on Correctional Health Care (NCCHC), and ACA standards with the expectation to provide custody oversight and medication as needed.
- J. **A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival unless the clinical situation dictates an earlier evaluation.** Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with the PBNDS 2011, the, National Commission on Correctional Health Care (NCCHC) and American Correctional Association Standards based on which standards are applicable under this agreement. In addition, **any juvenile (pediatric or adolescent) seen for a scheduled medical, dental or mental health appointment will have a weight, blood pressure, temperature, and pulse taken and recorded in the record.** This does not include the weekly mental health wellness check conducted for each juvenile.
- K. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify ICE through the Field Office representative. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- L. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request.

The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. offsite specialty care, offsite lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider

shall enter payment authorization requests electronically as outlined in the MedPAR User Guide:

<https://medpar.ehr-icehealth.org/>.

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

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

- N. The Service Provider shall allow IHSC Field Medical Coordinators, Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).
- O. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its sub-Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
- a. The provision of health care to such individuals;
 - b. The health and safety of such individual or other inmates;
 - c. The health and safety of the officers or employees of or others at the correctional institution;
 - d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
 - e. Law enforcement on the premises of the correctional institution;
 - f. The administration and maintenance of the safety, security, and good order of the correctional institution; and

- g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

P. Tuberculosis Screening

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

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms suggestive of TB or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the PBNDS and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. It is not necessary to house detainees separately from the general population unless there is clinical or radiographic evidence suggestive of TB disease. If chest x-rays are performed on-site, they will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. There will be a non-punitive process in place for detainees who refuse the screening assessment for TB.

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

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

Q. Radiology Service Provider

If the service provider utilizes tele-radiology for Tuberculosis screening, the requirement should be built into the established bed day rate for this IGSA.

R. Airborne precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>).

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.

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. CDCs 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

General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information and will involve direct contact with ICE Detainees. The Service Provider shall adhere to the following.

Contractor Employee Fitness Screening: Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel);
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee 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 appointee or others;
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees); and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

Contractor Employee Fitness Screening: Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;
- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have in engaged in such activity.

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

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in contract agreement (#)70CDCR19DIG000009 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information and ICE Detainees, and that the Contractor will adhere to the following:

PRELIMINARY FITNESS DETERMINATION

ICE 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 Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination or final Fitness 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 preliminary Fitness determination or final Fitness determination by OPR-PSU. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process.

BACKGROUND INVESTIGATIONS

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, 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. Contractor employees nominated by a Contracting Officer

Representative for consideration to support this contract shall submit the following security vetting documentation to OPR-PSU, through the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by the contractor employee in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by the contractor employee in their OPM e-QIP account.
3. Two (2) SF 87 (Rev. December 2017) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**
4. Foreign National Relatives or Associates Statement. (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee's OPM e-QIP account prior to electronic "Release" of data via on-line account)
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee's OPM e-QIP account prior to electronic "Release" of data via on-line account)
6. Optional Form 306 Declaration for Federal Employment (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee's OPM e-QIP account prior to electronic "Release" of data via on-line account)
7. Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee's OPM e-QIP account prior to electronic "Release" of data via on-line account)
8. One additional document may be applicable if contractor employee was born abroad. If applicable, additional form and instructions will be provided to contractor employee. (If applicable, the document will be sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee's OPM e-QIP account prior to electronic "Release" of data via on-line account)

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity. The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01)

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified by the COR.

To ensure adequate background investigative coverage, contractor employees must currently reside in the United States or its Territories. Additionally, contractor employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor employee ineligible due to insufficient background coverage). This time-line is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. Citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001.

TRANSFERS FROM OTHER DHS CONTRACTS:

Contractor employees may be eligible for transfer from other DHS Component contracts provided they have an adequate and current investigation meeting the new assignment requirement. If the contractor employee does not meet the new assignment requirement a DHS

11000-25 with ICE supplemental page will be submitted to OPR-PSU to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change." The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

CONTINUED ELIGIBILITY

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support. The OPR-PSU will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

REQUIRED REPORTS

The Contractor will notify OPR-PSU, via the COR, of all terminations/resignations of contractor employees under the contract within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes of terminated/ resigned 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.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU, via the COR, as soon as possible. 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 contractor employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of contractor employees who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to psu-industrial-security@ice.dhs.gov

Contractors, who are involved with management and/or use of information/data deemed "sensitive" to include "law enforcement sensitive" are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10

calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information.*”

Any unauthorized disclosure of information should be reported to ICE.ADSEC@ICE.dhs.gov.

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.

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 MD 4300.1, *Information Technology Systems Security*, or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractor employees 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

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractor employees, 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, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting ICE.ADSEC@ICE.dhs.gov. Department contractor employees, 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. System Administrators 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. Period of Performance

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article 11. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

Article 9. Inspections, Audit, Surveys, and Tours

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.

- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time of at least 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 unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
 5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article 11. Adjusting the Bed Day Rate

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate by submitting a new Jail Services Cost Statement with a summary of the rate adjustment, break-out of the requested increase amount, and back-up documentation necessary to support the request. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information provided, the fixed bed day rate as stated in this Agreement will be in place 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-FEP

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.

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 2011 PBNDS. 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 two (2) qualified law enforcement or correctional officer personnel

employed by the Service Provider under their policies, procedures and practices shall perform transport services. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.

- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.
- 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 detainee(s) departure as pre-scheduled may result in the Service Provider having deductions made for non-performance.
- N. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties.
- O. 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.
- P. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following requirements are **one way routes from the Facility**. Mileage may vary from the table depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

Mileage From FACILITY	Locations	City	Frequency
	N/A AT THIS TIME		

- Q. Transportation Reporting Requirements: The Service Provider shall document all Transportation movements in accordance with Attachments 19 and 19(a). This data will be collected through form G-391 (Attachment 19(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 19). 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 report along with the Service Provider's capability to respond.</p>

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

- D. 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 5) and 2011 PBNDS 2.11.
- 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 2011 Performance-Based National Detention 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. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS contractor to ICE detainees, based upon concurrence between ICE and the Service Provider, may be added in the future subject to negotiation at no cost to ICE. These features may not in any way compromise the safety and security of the detainees, staff or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system or software from the DTS service. Such capabilities may now or in the future include; video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the DTS provider, subject to negotiations with ICE, and shall be negotiated at a future time and date if required.
- E. ICE recognizes the Service Provider may have an existing contract with a Telecommunications Company to provide telephone service to ICE detainees and other inmates. Notwithstanding any existing Telecommunications contract, the Service Provider shall require the Telecommunications Company to provide connectivity to the DTS Contractor for ICE detainee pro bono telephone calls. The Service Provider (and the Telecommunications Company) shall make all arrangements with the DTS Contractor independently from this Agreement. If the Service Provider has an existing contract with a Telecommunications Company, ICE requires that ICE detainees have direct access to the DTS Contractor for collect and prepaid calls at the expiration of any current contract. The DTS Contractor shall then be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services to ICE detainees. The DTS Contractor shall be responsible for the costs incurred to provide the pro bono services, and the maintenance and operation of the system, including a standard compensation to the Telecommunications Company. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS.
- F. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

CC. ICE DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.

Selma, AL 36701

██████████
Customer Relations Manager
(334) 375-██████████
██████████@taltoncommunications.com

██████████
Operations Manager
(334) 375-██████████
██████████@taltoncommunications.com

Article 25. Government Use of Wireless Communication Devices

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, are authorized to possess and use those items in all areas of the facility in which ICE detainees are present.

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 \$700,000 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 \$700,000, 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 \$700,000, 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 \$700,000; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$700,000, 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 \$700,000, 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 \$700,000 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 \$700,000, 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 -

(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 2011 PBNDS 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 \$10,000.

(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) \$25,000,000 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 \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.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 \$25,000 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.fsrs.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) \$25,000,000 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 \$25,000 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 \$300,000, 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)

Guidance: In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, 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) 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.

(3) 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.

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 7(a) 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. Shared Facility

ICE acknowledges that Service Provider's inmates will be housed in the Facility and the Service Provider shall pay a separate bed day rate. ICE shall not be responsible for payment related to beds used by any other agency or the Service Provider.

Article 36. Physical Plant Requirements

A. Enforcement and Removal Operations Office Space

ICE ERO space will be formally identified in a modification at a later date.

01320 - Service Order Dispatcher	15.15
01410 - Supply Technician	29.27
01420 - Survey Worker	16.57
01460 - Switchboard Operator/Receptionist	14.32
01531 - Travel Clerk I	15.73
01532 - Travel Clerk II	16.98
01533 - Travel Clerk III	18.06
01611 - Word Processor I	14.89
01612 - Word Processor II	16.72
01613 - Word Processor III	18.71
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.86
05010 - Automotive Electrician	18.99
05040 - Automotive Glass Installer	17.40
05070 - Automotive Worker	17.40
05110 - Mobile Equipment Servicer	14.50
05130 - Motor Equipment Metal Mechanic	20.35
05160 - Motor Equipment Metal Worker	17.40
05190 - Motor Vehicle Mechanic	20.35
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	16.00
05280 - Motor Vehicle Wrecker	17.40
05310 - Painter Automotive	18.91
05340 - Radiator Repair Specialist	17.40
05370 - Tire Repairer	13.14
05400 - Transmission Repair Specialist	20.35
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.72
07041 - Cook I	11.91
07042 - Cook II	14.36
07070 - Dishwasher	11.15
07130 - Food Service Worker	10.96
07210 - Meat Cutter	16.33
07260 - Waiter/Waitress	9.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.31
09040 - Furniture Handler	11.44
09080 - Furniture Refinisher	16.31
09090 - Furniture Refinisher Helper	13.70
09110 - Furniture Repairer Minor	15.24
09130 - Upholsterer	16.31
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.63
11060 - Elevator Operator	11.33
11090 - Gardener	19.73
11122 - Housekeeping Aide	11.33
11150 - Janitor	11.33
11210 - Laborer Grounds Maintenance	13.67
11240 - Maid or Houseman	10.50
11260 - Pruner	11.67
11270 - Tractor Operator	17.68
11330 - Trail Maintenance Worker	13.67
11360 - Window Cleaner	13.28
12000 - Health Occupations	
12010 - Ambulance Driver	17.49
12011 - Breath Alcohol Technician	20.92
12012 - Certified Occupational Therapist Assistant	30.64
12015 - Certified Physical Therapist Assistant	28.63
12020 - Dental Assistant	17.73
12025 - Dental Hygienist	42.98
12030 - EKG Technician	27.45
12035 - Electroneurodiagnostic Technologist	27.45
12040 - Emergency Medical Technician	17.49
12071 - Licensed Practical Nurse I	19.36
12072 - Licensed Practical Nurse II	21.66

12073 - Licensed Practical Nurse III	24.14
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	20.85
12160 - Medical Record Clerk	17.15
12190 - Medical Record Technician	19.18
12195 - Medical Transcriptionist	18.43
12210 - Nuclear Medicine Technologist	37.11
12221 - Nursing Assistant I	11.73
12222 - Nursing Assistant II	13.18
12223 - Nursing Assistant III	14.38
12224 - Nursing Assistant IV	16.15
12235 - Optical Dispenser	16.97
12236 - Optical Technician	15.18
12250 - Pharmacy Technician	16.76
12280 - Phlebotomist	14.99
12305 - Radiologic Technologist	28.89
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	26.82
12320 - Substance Abuse Treatment Counselor	25.84
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.40
13012 - Exhibits Specialist II	24.02
13013 - Exhibits Specialist III	29.40
13041 - Illustrator I	16.25
13042 - Illustrator II	20.12
13043 - Illustrator III	24.62
13047 - Librarian	22.91
13050 - Library Aide/Clerk	12.16
13054 - Library Information Technology Systems Administrator	20.67
13058 - Library Technician	16.37
13061 - Media Specialist I	15.31
13062 - Media Specialist II	17.18
13063 - Media Specialist III	19.07
13071 - Photographer I	15.88
13072 - Photographer II	17.63
13073 - Photographer III	21.70
13074 - Photographer IV	24.30
13075 - Photographer V	29.39
13090 - Technical Order Library Clerk	15.61
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.79
14042 - Computer Operator II	17.67
14043 - Computer Operator III	19.70
14044 - Computer Operator IV	21.89
14045 - Computer Operator V	24.34
14071 - Computer Programmer I	(see 1) 24.65
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.79
14160 - Personal Computer Support Technician	21.89
14170 - System Support Specialist	26.43
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	33.39

15030 - Air Crew Training Devices Instructor (Pilot)	40.05
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	28.76
15070 - Flight Instructor (Pilot)	40.05
15080 - Graphic Artist	22.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	38.97
15086 - Maintenance Test Pilot Rotary Wing	38.97
15088 - Non-Maintenance Test/Co-Pilot	38.97
15090 - Technical Instructor	21.76
15095 - Technical Instructor/Course Developer	26.63
15110 - Test Proctor	17.58
15120 - Tutor	17.58
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.66
16030 - Counter Attendant	10.66
16040 - Dry Cleaner	12.17
16070 - Finisher Flatwork Machine	10.66
16090 - Presser Hand	10.66
16110 - Presser Machine Drycleaning	10.66
16130 - Presser Machine Shirts	10.66
16160 - Presser Machine Wearing Apparel Laundry	10.66
16190 - Sewing Machine Operator	12.71
16220 - Tailor	13.36
16250 - Washer Machine	11.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.63
19040 - Tool And Die Maker	30.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.51
21030 - Material Coordinator	24.84
21040 - Material Expediter	24.84
21050 - Material Handling Laborer	12.79
21071 - Order Filler	13.77
21080 - Production Line Worker (Food Processing)	20.51
21110 - Shipping Packer	15.44
21130 - Shipping/Receiving Clerk	15.44
21140 - Store Worker I	9.70
21150 - Stock Clerk	15.69
21210 - Tools And Parts Attendant	20.51
21410 - Warehouse Specialist	20.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.07
23019 - Aircraft Logs and Records Technician	22.72
23021 - Aircraft Mechanic I	29.09
23022 - Aircraft Mechanic II	31.07
23023 - Aircraft Mechanic III	32.75
23040 - Aircraft Mechanic Helper	18.46
23050 - Aircraft Painter	26.96
23060 - Aircraft Servicer	22.72
23070 - Aircraft Survival Flight Equipment Technician	26.96
23080 - Aircraft Worker	24.84
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.84
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.09
23110 - Appliance Mechanic	19.51
23120 - Bicycle Repairer	14.55
23125 - Cable Splicer	31.72
23130 - Carpenter Maintenance	18.76
23140 - Carpet Layer	21.77
23160 - Electrician Maintenance	22.63
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	19.91

23290 - Fire Alarm System Mechanic	20.64
23310 - Fire Extinguisher Repairer	18.05
23311 - Fuel Distribution System Mechanic	28.08
23312 - Fuel Distribution System Operator	21.03
23370 - General Maintenance Worker	16.79
23380 - Ground Support Equipment Mechanic	29.09
23381 - Ground Support Equipment Servicer	22.72
23382 - Ground Support Equipment Worker	24.84
23391 - Gunsmith I	18.05
23392 - Gunsmith II	21.77
23393 - Gunsmith III	25.50
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.99
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.56
23430 - Heavy Equipment Mechanic	25.01
23440 - Heavy Equipment Operator	19.64
23460 - Instrument Mechanic	32.55
23465 - Laboratory/Shelter Mechanic	23.63
23470 - Laborer	12.79
23510 - Locksmith	20.13
23530 - Machinery Maintenance Mechanic	23.93
23550 - Machinist Maintenance	22.76
23580 - Maintenance Trades Helper	13.82
23591 - Metrology Technician I	32.55
23592 - Metrology Technician II	34.77
23593 - Metrology Technician III	36.65
23640 - Millwright	29.44
23710 - Office Appliance Repairer	19.21
23760 - Painter Maintenance	17.49
23790 - Pipefitter Maintenance	23.77
23810 - Plumber Maintenance	22.03
23820 - Pneudraulic Systems Mechanic	25.50
23850 - Rigger	26.05
23870 - Scale Mechanic	21.77
23890 - Sheet-Metal Worker Maintenance	23.25
23910 - Small Engine Mechanic	17.52
23931 - Telecommunications Mechanic I	26.47
23932 - Telecommunications Mechanic II	28.27
23950 - Telephone Lineman	25.50
23960 - Welder Combination Maintenance	20.13
23965 - Well Driller	26.05
23970 - Woodcraft Worker	25.50
23980 - Woodworker	18.05
24000 - Personal Needs Occupations	
24550 - Case Manager	17.26
24570 - Child Care Attendant	10.88
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	10.72
24620 - Family Readiness And Support Services Coordinator	17.26
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.32
25040 - Sewage Plant Operator	21.00
25070 - Stationary Engineer	26.32
25190 - Ventilation Equipment Tender	16.70
25210 - Water Treatment Plant Operator	21.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.09
27007 - Baggage Inspector	12.44
27008 - Corrections Officer	18.46
27010 - Court Security Officer	18.91
27030 - Detection Dog Handler	13.92
27040 - Detention Officer	18.46

27070 - Firefighter	19.35
27101 - Guard I	12.44
27102 - Guard II	13.92
27131 - Police Officer I	24.71
27132 - Police Officer II	27.45
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.76
28042 - Carnival Equipment Repairer	17.59
28043 - Carnival Worker	10.41
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	21.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.77
29020 - Hatch Tender	21.77
29030 - Line Handler	21.77
29041 - Stevedore I	19.91
29042 - Stevedore II	23.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.14
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.68
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.48
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30051 - Cryogenic Technician I	25.52
30052 - Cryogenic Technician II	28.18
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.04
30083 - Engineering Technician III	20.18
30084 - Engineering Technician IV	24.99
30085 - Engineering Technician V	30.57
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	23.34
30095 - Evidence Control Specialist	23.03
30210 - Laboratory Technician	24.14
30221 - Latent Fingerprint Technician I	22.62
30222 - Latent Fingerprint Technician II	24.98
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	17.92
30362 - Paralegal/Legal Assistant II	22.19
30363 - Paralegal/Legal Assistant III	27.15
30364 - Paralegal/Legal Assistant IV	32.84
30375 - Petroleum Supply Specialist	28.18
30390 - Photo-Optics Technician	24.17
30395 - Radiation Control Technician	28.18
30461 - Technical Writer I	23.29
30462 - Technical Writer II	28.49
30463 - Technical Writer III	34.46
30491 - Unexploded Ordnance (UXO) Technician I	25.51
30492 - Unexploded Ordnance (UXO) Technician II	30.86
30493 - Unexploded Ordnance (UXO) Technician III	36.99
30494 - Unexploded (UXO) Safety Escort	25.51
30495 - Unexploded (UXO) Sweep Personnel	25.51
30501 - Weather Forecaster I	25.91

30502 - Weather Forecaster II		31.51
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	21.75
30621 - Weather Observer Senior	(see 2)	24.17
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		30.86
31020 - Bus Aide		10.73
31030 - Bus Driver		17.17
31043 - Driver Courier		14.38
31260 - Parking and Lot Attendant		11.09
31290 - Shuttle Bus Driver		16.05
31310 - Taxi Driver		12.68
31361 - Truckdriver Light		16.05
31362 - Truckdriver Medium		17.70
31363 - Truckdriver Heavy		20.15
31364 - Truckdriver Tractor-Trailer		20.15
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.05
99030 - Cashier		10.76
99050 - Desk Clerk		10.96
99095 - Embalmer		25.51
99130 - Flight Follower		25.51
99251 - Laboratory Animal Caretaker I		13.30
99252 - Laboratory Animal Caretaker II		14.84
99260 - Marketing Analyst		26.40
99310 - Mortician		25.51
99410 - Pest Controller		20.01
99510 - Photofinishing Worker		13.40
99710 - Recycling Laborer		19.37
99711 - Recycling Specialist		25.07
99730 - Refuse Collector		17.14
99810 - Sales Clerk		11.98
99820 - School Crossing Guard		13.63
99830 - Survey Party Chief		23.72
99831 - Surveying Aide		21.57
99832 - Surveying Technician		21.76
99840 - Vending Machine Attendant		13.02
99841 - Vending Machine Repairer		17.53
99842 - Vending Machine Repairer Helper		13.02

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending drying 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))."