

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LAKE COUNTY OF ATTN LAKE COUNTY TREASURER 800 E 10TH ST SUITE 210 BALDWIN MI 493047971	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20DIG000001
	10B. DATED (SEE ITEM 13) 02/20/2020

**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 agreement

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: 044028512

Contracting Officer's Representative:  
[REDACTED]  
(313) 446-[REDACTED]

Contracting Officer (CO):  
[REDACTED]

Contract Specialist:  
Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR  
LAKE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>                     [REDACTED]                      ---                      The purpose of this modification is to:                      1) Administratively add CLIN 0003 for COVID-19 Personal Protective Equipment for Detainees to the ICE contract writing system                       2) Change the Contracting Officer-                      From- [REDACTED]                      To - [REDACTED]                       3) Add [REDACTED] as the Contract Specialist                       ---                      This agreement does not obligate any funds. Services shall only be provided when authorized through a funded Task Order.                       ---                      The Service Provider shall not accept any instruction that results in a change to the services detailed in this IGSA from an entity or individual other than the Contracting Officer.                       ---                      All other terms and conditions remain unchanged. Period of Performance: 02/21/2020 to 02/20/2120                       Add Item 0003 as follows:                       COVID-19 RELATED PERSONAL PROTECTIVE EQUIPMENT FOR DETAINEES                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD                       ---                 </p>				

**TITLE 29--LABOR**

**PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents**

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding [REDACTED].

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of [REDACTED], or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor 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 contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. 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.

(iv)(A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract.(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage

## Attachment 2

determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

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(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [[Page44)) 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions

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of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$
GS-07	\$
GS-09	\$

Search current rates at <http://www.opm.gov/oca/12tables/>

(l)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.



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(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be

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credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1)The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2)The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

----- Paragraph

OMB control number

- 
- (b)(2) (i)--(iv)..... 1215-0150
- (e)..... 1215-0150
- (g)(1) (i)--(iv)..... 1215-0017
- (g)(1) (v), (vi)..... 1215-0150
- (l) (1), (2)..... 1215-0150
- (q)(3)..... 1215-0017
- 

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996]

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-4881 Revision No.: 12 Date Of Last Revision: 12/23/2019
Daniel W. Simms Director	Division of Wage Determinations

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Michigan

Area: Michigan Counties of Gratiot Huron Isabella Lake Mason Mecosta  
 Newaygo Oceana Osceola Sanilac Shiawassee Tuscola

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.12
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		22.35
01035 - Court Reporter		21.35
01041 - Customer Service Representative I		11.87
01042 - Customer Service Representative II		13.34
01043 - Customer Service Representative III		14.56
01051 - Data Entry Operator I		13.13
01052 - Data Entry Operator II		14.33
01060 - Dispatcher Motor Vehicle		18.89
01070 - Document Preparation Clerk		14.02
01090 - Duplicating Machine Operator		14.02
01111 - General Clerk I		12.59
01112 - General Clerk II		13.74
01113 - General Clerk III		15.42
01120 - Housing Referral Assistant		19.63
01141 - Messenger Courier		13.37
01191 - Order Clerk I		14.89
01192 - Order Clerk II		16.25
01261 - Personnel Assistant (Employment) I		16.72
01262 - Personnel Assistant (Employment) II		18.70
01263 - Personnel Assistant (Employment) III		20.86
01270 - Production Control Clerk		22.77
01290 - Rental Clerk		14.54

01300 - Scheduler Maintenance	15.74
01311 - Secretary I	15.74
01312 - Secretary II	17.61
01313 - Secretary III	19.63
01320 - Service Order Dispatcher	16.90
01410 - Supply Technician	22.35
01420 - Survey Worker	20.79
01460 - Switchboard Operator/Receptionist	12.90
01531 - Travel Clerk I	13.02
01532 - Travel Clerk II	14.14
01533 - Travel Clerk III	15.31
01611 - Word Processor I	17.15
01612 - Word Processor II	19.25
01613 - Word Processor III	21.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.12
05010 - Automotive Electrician	20.14
05040 - Automotive Glass Installer	19.51
05070 - Automotive Worker	19.51
05110 - Mobile Equipment Servicer	18.27
05130 - Motor Equipment Metal Mechanic	20.76
05160 - Motor Equipment Metal Worker	19.51
05190 - Motor Vehicle Mechanic	20.76
05220 - Motor Vehicle Mechanic Helper	17.65
05250 - Motor Vehicle Upholstery Worker	18.89
05280 - Motor Vehicle Wrecker	19.51
05310 - Painter Automotive	20.14
05340 - Radiator Repair Specialist	19.51
05370 - Tire Repairer	16.81
05400 - Transmission Repair Specialist	20.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.65
07041 - Cook I	12.91
07042 - Cook II	14.14
07070 - Dishwasher	10.00
07130 - Food Service Worker	10.44
07210 - Meat Cutter	15.27
07260 - Waiter/Waitress	10.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.10
09040 - Furniture Handler	17.69
09080 - Furniture Refinisher	23.21
09090 - Furniture Refinisher Helper	20.01
09110 - Furniture Repairer Minor	21.93
09130 - Upholsterer	21.10
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.92
11060 - Elevator Operator	12.87
11090 - Gardener	15.30
11122 - Housekeeping Aide	12.87
11150 - Janitor	12.87
11210 - Laborer Grounds Maintenance	13.01
11240 - Maid or Houseman	11.45
11260 - Pruner	12.00
11270 - Tractor Operator	14.64
11330 - Trail Maintenance Worker	13.01
11360 - Window Cleaner	13.89
12000 - Health Occupations	
12010 - Ambulance Driver	17.65
12011 - Breath Alcohol Technician	19.76
12012 - Certified Occupational Therapist Assistant	27.34
12015 - Certified Physical Therapist Assistant	24.65
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	29.13
12030 - EKG Technician	26.22

12035 - Electroneurodiagnostic Technologist	26.22
12040 - Emergency Medical Technician	17.64
12071 - Licensed Practical Nurse I	17.66
12072 - Licensed Practical Nurse II	19.76
12073 - Licensed Practical Nurse III	22.03
12100 - Medical Assistant	14.73
12130 - Medical Laboratory Technician	21.16
12160 - Medical Record Clerk	15.90
12190 - Medical Record Technician	17.79
12195 - Medical Transcriptionist	17.55
12210 - Nuclear Medicine Technologist	34.28
12221 - Nursing Assistant I	11.96
12222 - Nursing Assistant II	13.45
12223 - Nursing Assistant III	14.68
12224 - Nursing Assistant IV	16.48
12235 - Optical Dispenser	17.04
12236 - Optical Technician	17.66
12250 - Pharmacy Technician	14.16
12280 - Phlebotomist	15.75
12305 - Radiologic Technologist	24.86
12311 - Registered Nurse I	26.20
12312 - Registered Nurse II	32.05
12313 - Registered Nurse II Specialist	32.05
12314 - Registered Nurse III	38.78
12315 - Registered Nurse III Anesthetist	38.78
12316 - Registered Nurse IV	46.49
12317 - Scheduler (Drug and Alcohol Testing)	24.48
12320 - Substance Abuse Treatment Counselor	25.81
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.10
13012 - Exhibits Specialist II	25.28
13013 - Exhibits Specialist III	30.92
13041 - Illustrator I	18.61
13042 - Illustrator II	23.45
13043 - Illustrator III	30.92
13047 - Librarian	25.96
13050 - Library Aide/Clerk	12.12
13054 - Library Information Technology Systems Administrator	25.57
13058 - Library Technician	15.73
13061 - Media Specialist I	16.32
13062 - Media Specialist II	18.25
13063 - Media Specialist III	20.36
13071 - Photographer I	16.92
13072 - Photographer II	18.93
13073 - Photographer III	23.45
13074 - Photographer IV	28.69
13075 - Photographer V	34.71
13090 - Technical Order Library Clerk	16.85
13110 - Video Teleconference Technician	19.75
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.62
14042 - Computer Operator II	17.48
14043 - Computer Operator III	19.49
14044 - Computer Operator IV	21.66
14045 - Computer Operator V	23.98
14071 - Computer Programmer I	(see 1) 20.41
14072 - Computer Programmer II	(see 1) 25.30
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	15.62
14160 - Personal Computer Support Technician	21.66

14170 - System Support Specialist	24.99
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.78
15020 - Aircrew Training Devices Instructor (Rated)	37.24
15030 - Air Crew Training Devices Instructor (Pilot)	44.63
15050 - Computer Based Training Specialist / Instructor	30.78
15060 - Educational Technologist	33.05
15070 - Flight Instructor (Pilot)	44.63
15080 - Graphic Artist	20.46
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.13
15086 - Maintenance Test Pilot Rotary Wing	45.13
15088 - Non-Maintenance Test/Co-Pilot	45.13
15090 - Technical Instructor	20.16
15095 - Technical Instructor/Course Developer	24.64
15110 - Test Proctor	16.29
15120 - Tutor	16.29
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.80
16030 - Counter Attendant	10.80
16040 - Dry Cleaner	14.23
16070 - Finisher Flatwork Machine	10.80
16090 - Presser Hand	10.80
16110 - Presser Machine Drycleaning	10.80
16130 - Presser Machine Shirts	10.80
16160 - Presser Machine Wearing Apparel Laundry	10.80
16190 - Sewing Machine Operator	15.44
16220 - Tailor	16.65
16250 - Washer Machine	11.97
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.11
19040 - Tool And Die Maker	25.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.74
21030 - Material Coordinator	22.77
21040 - Material Expediter	22.77
21050 - Material Handling Laborer	15.24
21071 - Order Filler	15.88
21080 - Production Line Worker (Food Processing)	20.74
21110 - Shipping Packer	19.25
21130 - Shipping/Receiving Clerk	19.25
21140 - Store Worker I	17.51
21150 - Stock Clerk	22.04
21210 - Tools And Parts Attendant	20.74
21410 - Warehouse Specialist	20.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.97
23019 - Aircraft Logs and Records Technician	20.92
23021 - Aircraft Mechanic I	23.04
23022 - Aircraft Mechanic II	23.97
23023 - Aircraft Mechanic III	24.93
23040 - Aircraft Mechanic Helper	19.55
23050 - Aircraft Painter	25.66
23060 - Aircraft Servicer	20.92
23070 - Aircraft Survival Flight Equipment Technician	25.66
23080 - Aircraft Worker	21.61
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.61
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.04
23110 - Appliance Mechanic	19.18
23120 - Bicycle Repairer	18.64
23125 - Cable Splicer	35.34
23130 - Carpenter Maintenance	23.21
23140 - Carpet Layer	20.44
23160 - Electrician Maintenance	29.53

23181 - Electronics Technician Maintenance I	28.54
23182 - Electronics Technician Maintenance II	29.67
23183 - Electronics Technician Maintenance III	31.11
23260 - Fabric Worker	20.15
23290 - Fire Alarm System Mechanic	22.53
23310 - Fire Extinguisher Repairer	19.16
23311 - Fuel Distribution System Mechanic	33.80
23312 - Fuel Distribution System Operator	28.29
23370 - General Maintenance Worker	18.58
23380 - Ground Support Equipment Mechanic	23.04
23381 - Ground Support Equipment Servicer	20.92
23382 - Ground Support Equipment Worker	21.61
23391 - Gunsmith I	19.16
23392 - Gunsmith II	21.16
23393 - Gunsmith III	23.04
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.50
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.22
23430 - Heavy Equipment Mechanic	23.11
23440 - Heavy Equipment Operator	22.12
23460 - Instrument Mechanic	23.04
23465 - Laboratory/Shelter Mechanic	22.10
23470 - Laborer	15.09
23510 - Locksmith	21.63
23530 - Machinery Maintenance Mechanic	25.13
23550 - Machinist Maintenance	23.04
23580 - Maintenance Trades Helper	17.01
23591 - Metrology Technician I	23.04
23592 - Metrology Technician II	23.97
23593 - Metrology Technician III	24.93
23640 - Millwright	32.40
23710 - Office Appliance Repairer	19.95
23760 - Painter Maintenance	21.10
23790 - Pipefitter Maintenance	28.95
23810 - Plumber Maintenance	25.41
23820 - Pneudraulic Systems Mechanic	23.04
23850 - Rigger	23.04
23870 - Scale Mechanic	21.16
23890 - Sheet-Metal Worker Maintenance	24.41
23910 - Small Engine Mechanic	21.16
23931 - Telecommunications Mechanic I	23.59
23932 - Telecommunications Mechanic II	24.42
23950 - Telephone Lineman	23.04
23960 - Welder Combination Maintenance	22.10
23965 - Well Driller	23.04
23970 - Woodcraft Worker	23.04
23980 - Woodworker	19.16
24000 - Personal Needs Occupations	
24550 - Case Manager	12.79
24570 - Child Care Attendant	10.32
24580 - Child Care Center Clerk	12.87
24610 - Chore Aide	11.48
24620 - Family Readiness And Support Services Coordinator	12.79
24630 - Homemaker	13.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.76
25040 - Sewage Plant Operator	21.47
25070 - Stationary Engineer	24.76
25190 - Ventilation Equipment Tender	18.49
25210 - Water Treatment Plant Operator	21.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	12.87

27008 - Corrections Officer	27.08
27010 - Court Security Officer	20.76
27030 - Detection Dog Handler	17.04
27040 - Detention Officer	27.08
27070 - Firefighter	18.68
27101 - Guard I	12.87
27102 - Guard II	17.04
27131 - Police Officer I	23.25
27132 - Police Officer II	25.85
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.94
28042 - Carnival Equipment Repairer	13.76
28043 - Carnival Worker	10.44
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.72
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	19.61
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	19.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.72
29020 - Hatch Tender	27.72
29030 - Line Handler	27.72
29041 - Stevedore I	26.93
29042 - Stevedore II	28.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	42.51
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.32
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.29
30021 - Archeological Technician I	18.98
30022 - Archeological Technician II	21.22
30023 - Archeological Technician III	25.77
30030 - Cartographic Technician	26.30
30040 - Civil Engineering Technician	28.90
30051 - Cryogenic Technician I	26.43
30052 - Cryogenic Technician II	29.21
30061 - Drafter/CAD Operator I	18.98
30062 - Drafter/CAD Operator II	21.22
30063 - Drafter/CAD Operator III	23.66
30064 - Drafter/CAD Operator IV	29.12
30081 - Engineering Technician I	17.03
30082 - Engineering Technician II	19.12
30083 - Engineering Technician III	21.39
30084 - Engineering Technician IV	26.50
30085 - Engineering Technician V	32.41
30086 - Engineering Technician VI	39.22
30090 - Environmental Technician	26.30
30095 - Evidence Control Specialist	23.87
30210 - Laboratory Technician	21.97
30221 - Latent Fingerprint Technician I	26.43
30222 - Latent Fingerprint Technician II	29.21
30240 - Mathematical Technician	26.30
30361 - Paralegal/Legal Assistant I	20.11
30362 - Paralegal/Legal Assistant II	24.91
30363 - Paralegal/Legal Assistant III	30.48
30364 - Paralegal/Legal Assistant IV	36.87
30375 - Petroleum Supply Specialist	29.21
30390 - Photo-Optics Technician	26.30
30395 - Radiation Control Technician	29.21
30461 - Technical Writer I	25.66
30462 - Technical Writer II	31.42
30463 - Technical Writer III	36.76
30491 - Unexploded Ordnance (UXO) Technician I	27.02
30492 - Unexploded Ordnance (UXO) Technician II	32.69



30493 - Unexploded Ordnance (UXO) Technician III	39.19
30494 - Unexploded (UXO) Safety Escort	27.02
30495 - Unexploded (UXO) Sweep Personnel	27.02
30501 - Weather Forecaster I	29.34
30502 - Weather Forecaster II	35.70
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.66
30621 - Weather Observer Senior	(see 2) 25.76
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.69
31020 - Bus Aide	12.41
31030 - Bus Driver	15.41
31043 - Driver Courier	14.35
31260 - Parking and Lot Attendant	12.72
31290 - Shuttle Bus Driver	15.23
31310 - Taxi Driver	13.95
31361 - Truckdriver Light	15.23
31362 - Truckdriver Medium	15.96
31363 - Truckdriver Heavy	19.53
31364 - Truckdriver Tractor-Trailer	19.53
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.94
99030 - Cashier	10.51
99050 - Desk Clerk	10.64
99095 - Embalmer	31.98
99130 - Flight Follower	27.02
99251 - Laboratory Animal Caretaker I	12.12
99252 - Laboratory Animal Caretaker II	12.89
99260 - Marketing Analyst	26.72
99310 - Mortician	31.98
99410 - Pest Controller	20.50
99510 - Photofinishing Worker	14.20
99710 - Recycling Laborer	19.33
99711 - Recycling Specialist	22.20
99730 - Refuse Collector	17.91
99810 - Sales Clerk	10.85
99820 - School Crossing Guard	11.00
99830 - Survey Party Chief	20.05
99831 - Surveying Aide	11.46
99832 - Surveying Technician	17.13
99840 - Vending Machine Attendant	21.42
99841 - Vending Machine Repairer	23.55
99842 - Vending Machine Repairer Helper	21.42

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

under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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



## Robotics Process Automation (RPA) Contract Requirement

The Detention Facility Robotics Process Automation (RPA) process requires that bed space and transportation invoice costs and supporting documentation be recorded utilizing the Detention-Transportation Invoice Template (attached) and that all Templates must be submitted to both the ERO Field Office Contract Officer Representative (COR) and the ERO RPA Team Mailbox along with the monthly invoices. This invoice template should be completed in its entirety in the established format (template included in this modification) to include, but not limited to, the following: (1) Vendor Reference information including Bed Space Rate Breakdown, Invoice Date Range, Transportation Cost Breakdown; (2) Bed Space data including Detainee Names and corresponding Alien Numbers (A#); (3) Detainees Transported data including: Detainee Names, corresponding Alien Numbers, Category and Mission #, Mission Data including Mandatory Fields and Additional Mission Expenses corresponding to GSA and contract rates, as applicable and allowed. Invoice updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

## Bed Space Tracking Initiative (BSTI) Contract Requirement

The Custody Management – ServiceNow platform portal (Custody SNOW) is a consolidated portal that will enable ICE to meet detention facility reporting requirements. Detention facilities are required to complete the attached template and submit it twice daily via e-mail to [BSTI@ice.dhs.gov](mailto:BSTI@ice.dhs.gov) at 9:00am EST and 4:00pm EST. In the future, the data platform may include, but not limited to, the Bed Space Tracking Initiative (BSTI), Segregation Management Reporting System (SMRS), Prison Rape Elimination Act (PREA) and Sexual Abuse and Assault Prevention and Intervention (SAAPI) compliance, national detention standards compliance, as well as other detention-related compliance and initiative reports being developed by ICE. Applicable submission forms and reporting templates will be made available to the detention facilities via email, the Custody SNOW portal or other electronically transmitted medium of the governments choice. Data input may be required on an as-required basis, such as, per incident or an established reporting time of day requirement, based on the specific subject, and as required under applicable Federal law, ICE policies, and/or program procedures. The Government reserves the right to update the Custody SNOW portal and associated forms, user access, and submission process for uploading the required data to correct issues, expand capabilities, and improve performance of the system.



<b>SOLICITATION/CONTRACT</b> BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1	PAGES 67
2. CONTRACT NO. 70CDCR20DIG000001		3. AWARD/EFFECTIVE DATE 02/20/2020		4. SOLICITATION NUMBER		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)
7. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 205		CODE ICE/DCR		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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB NAICS: SIZE STANDARD:
		NO COLLECT CALLS		9. (AGENCY USE)		% FOR:

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)  
 SUPPLIES  SERVICES Detention and Transportation Services in Lake County, MI

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/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Washington DC 205
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13. CONTRACTOR OFFEROR LAKE COUNTY OF ATTN LAKE COUNTY TREASURER 800 E 10TH ST SUITE 210 BALDWIN MI 493047971  TELEPHONE NO. 231745 DUNS NO. 044028 <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	14. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FDT Williston VT 05495-1620  SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:
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15. PROMPT PAYMENT DISCOUNT Net 30	16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 <input checked="" type="checkbox"/> 41 U.S.C. 253 ( ) ( )
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17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	DUNS Number: 044028512 --- Contracting Officer's Representative:  (313) 446-  Contracting Officer: Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA See Schedule	24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY) \$0.00
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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.	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. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED	NAME OF CONTRACTING OFFICER AMBER GRAY	DATE SIGNED

**NO RESPONSE FOR REASONS CHECKED**

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

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

FROM:

AFFIX  
STAMP  
HERE

TO:  
ICE/DCR  
ICE/Detention Compliance & Removals  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street, NW [REDACTED]  
WASHINGTON DC 205

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

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

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
LAKE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>[REDACTED]</p> <p>(202) 732-[REDACTED]</p> <p>---</p> <p>The purpose of 70CDCR20DIG000001 is to establish an Inter-Governmental Service Agreement (IGSA) between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and Lake County, MI for the provision of detention and transportation services for ICE detainees at the Lake County Jail and Sheriff's Office located at 1153 Michigan Ave. Baldwin, MI 49304.</p> <p>---</p> <p>This agreement does not obligate any funds. Services shall only be provided when authorized through a funded Task Order.</p> <p>---</p> <p>The Service Provider shall not accept any instruction that results in a change to the services detailed in this IGSA from an entity or individual other than the Contracting Officer.</p> <p>---</p> <p>The following documents constitute the complete agreement and are hereby incorporated directly or by reference:</p> <ul style="list-style-type: none"> <li>• Intergovernmental Service Agreement (IGSA)</li> <li>• Lake County Jail and Sheriff's Office Proposal dated 11/18/2019</li> <li>• ICE National Detention Standards (NDS) 2019</li> <li>• Attachment 1 - Wage Determination Number: [2015-4881 Rev. 12 dated 12/23/2019]</li> <li>• Attachment 1a - Collective Bargaining Agreements: [2020-0014 Rev. 1 dated 1/10/2020]</li> <li>• Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts</li> <li>• Attachment 3 - Quality Assurance Surveillance Plan (QASP)/Performance Requirements Summary (PRS)/Contract Discrepancy Report (CDR)</li> <li>• Attachment 4 - G-324B Operational Review Self-Assessment (ORSA) Detention Inspection Form Worksheet for IGSA's - Rev: 05/01/2012</li> <li>• Attachment 5 - DHS Prison Rape Elimination Act (PREA) Regulations</li> <li>• Attachment 6 - G-391 Data Collection Categories and Descriptions</li> <li>• Attachment 6(a) - G-391 Transportation Data Template</li> <li>• Attachment 7 - Robotics Process Automation (RPA) Contract Requirement</li> <li>• Attachment 7(a) - RPA Detention-Transportation Invoice Template</li> <li>• Attachment 8 - Bed Space Tracking Initiative Requirement</li> <li>• Attachment 8(a) - Bed Space Tracking Initiative Facility Submission Form</li> </ul> <p>---</p> <p>Delivery Location Code: ICE/ERO ICE Enforcement &amp; Removal Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR  
LAKE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0001	Immigration and Customs Enforcement 801 I Street, NW [REDACTED] Washington DC 20536  Period of Performance: 02/21/2020 to 02/19/2120  DETENTION SERVICES  Bed Day Rate: [REDACTED] per detainee Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD		DA	[REDACTED]	
0002	TRANSPORTATION SERVICES  Transport/Escort/Stationary Services Rate: [REDACTED] per hour Transport/Escort/Stationary Services Rate (overtime): [REDACTED] per hour Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  ---  Invoice Instructions: ICE - ERO Contracts  Service Providers/Contractors shall use these procedures when submitting an invoice.  1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:  a) Email: <ul style="list-style-type: none"> <li>• Invoice.Consolidation@ice.dhs.gov</li> <li>• Contracting Officer Representative (COR) or Government Point of Contact (GPOC)</li> <li>• Contract Specialist/Contracting Officer</li> </ul> Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.  b) USPS:  Continued ...				

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LAKE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO/FOD-FDT</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile: Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. Note: the Service Providers or Contractors Dunn and Bradstreet (D&amp;B) DUNS Number must be registered in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&amp;B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered; Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR  
LAKE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> </ul> <p>Continued ...</p>				

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LAKE COUNTY OF


(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<ul style="list-style-type: none"> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Mileage rate being applied for that invoice;</li> <li>• Number of miles;</li> <li>• Transportation routes provided;</li> <li>• Locations serviced;</li> <li>• Names of detainees transported;</li> <li>• Itemized listing of all other charges; and,</li> <li>• for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</li> </ul> <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> <li>• The location where the guard services were provided,</li> <li>• The employee guard names and number of hours being billed,</li> <li>• The employee guard names and duration of the billing (times and dates), and</li> <li>• for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.</li> </ul> <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR  
LAKE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at </p> <p>ok-march2012.pdf for more information on and/or examples of sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 24.</p>				



70CDCR20DIG000001  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
ENFORCEMENT AND REMOVAL OPERATIONS  
AND  
LAKE COUNTY SHERIFFS' s OFFICE

This Intergovernmental Service Agreement (“Agreement”) is entered into between the U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (“ICE”), and the Lake County Sheriff’s Office (“**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):

**Lake County Jail and Sheriff’s Office  
1153 Michigan Ave.  
Baldwin, MI 49304**

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

- Intergovernmental Service Agreement (IGSA)
- **Lake County Jail and Sheriff’s Office** Proposal dated 11/18/2019
- ICE National Detention Standards (NDS) 2019
- Attachment 1 - Wage Determination Number: [2015-4881 Rev. 12 dated 12/23/2019]
- Attachment 1a – Collective Bargaining Agreements: [2020-0014 Rev. 1 dated 1/10/2020]
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Quality Assurance Surveillance Plan (QASP)/Performance Requirements Summary (PRS)/Contract Discrepancy Report (CDR)
- Attachment 4 - G-324B Operational Review Self-Assessment (ORSA) Detention Inspection Form Worksheet for IGSA’s – Rev: 05/01/2012
- Attachment 5 – DHS Prison Rape Elimination Act (PREA) Regulations
- Attachment 6 – G-391 Data Collection Categories and Descriptions
  - Attachment 6(a) – G-391 Transportation Data Template
- Attachment 7 – Robotics Process Automation (RPA) Contract Requirement
  - Attachment 7(a) – RPA Detention-Transportation Invoice Template
- Attachment 8 – Bed Space Tracking Initiative Requirement
  - Attachment 8(a) – Bed Space Tracking Initiative Facility Submission Form

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of the Lake County Sheriff's Office and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED:**

Lake County Jail and Sheriff's Office  
1153 Michigan Ave.  
Baldwin

Signature: \_\_\_\_\_

Date: 02/12/2020

## Intergovernmental Service Agreement (IGSA)

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**Article 1. Purpose**

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees.” This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals, an authorized Executive Official, 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, IGSA requirements and ICE standards referenced in this agreement. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
  
- C. Rates: This is a fixed rate contract, not a cost reimbursable, with respect to the bed day rate for up to [REDACTED] male detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate: [REDACTED] per Detainee  
Transport/Escort/Stationary Services Rate: [REDACTED] per hour  
Transport/Escort/Stationary Services Rate (overtime): [REDACTED] per hour

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

## Article 2. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Facility meets ICE requirements, and is compliant with ICE National Detention Standards (NDS) 2019. Therefore, ICE may perform numerous assessments to ensure compliance prior to presenting detainees for housing.

In addition, detention services shall not commence until a date yet to be determined and will be dependent upon Lake County clearing its bond obligations and receiving a satisfactory facility pre-inspection. The bed day rate listed in Article , C will be valid and applicable on the date detention services commences. Any changes to the bed day rate must be done in accordance with Articles 10 and 11.

- 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.
- 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 **Lake County Jail and Sheriff's Office**. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this agreement and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

## Article 3. Covered Services

- A. Bedspace: The Service Provider shall provide up to ■ male beds on a space available basis

for no more than seventy-two (72) hours. The Service Provider shall house all detainees as determined within the Service Provider's classification system. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.) ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.

- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.

If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE Contract Officer Representative (COR) or designated ICE official. ICE will remove the juvenile as quickly as is reasonably possible.

- 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 (including legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
- 8) Contingencies

The Parties agree to base the cost of the bed day rate and all services provided 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.

- D. Language Access Services: The Service Provider shall provide language access services, which include interpretation and translation services, for limited English proficient (LEP) detainees. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with detainees who do not read, speak, write, or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then, only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Service Provider shall also make special provisions for detainees who are illiterate. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Upon request, ICE will assist the Service Provider in obtaining interpretation and translation services through a toll-free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.
- E. Disability-Related Services: The Service Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), their implementing federal regulations, any other applicable disability-related federal law and state law, and its obligations under NDS 2019. Specifically, the Service Provider shall ensure that its buildings are physically accessible for detainees with disabilities. Also, as required under applicable federal and state law and under NDS 2019, the Service Provider shall provide detainees with disabilities with accommodations, auxiliary aids, and modifications to policies, practices, and/or procedures to allow them an equal opportunity to access, participate in, or benefit from detention programs, services, and activities. The Service Provider shall allow for effective communication with detainees with disabilities through the provision of accommodations and auxiliary aids, such as access to sign language interpretation services, as necessary. In addition, deaf detainees shall have access to a TTY telephone and to sign language interpretation services. Should transportation be required for a detainee with disabilities, the Service Provider shall contact the Contracting Officer's Representative who will make arrangements for that transport with a different Service Provider.
- F. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.

#### **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 and satisfactory inspection of valid 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 non-ICE 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 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 one free phone call to a friend or relative to arrange for pick up from the facility.

- 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. ICE hereby agrees to the following examples of valid justification for refusal: 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. The Service Provider further has the right to refuse any person delivered by



ICE who is under the age of eighteen and ICE shall remove such person, in accordance with Article 3.

- 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 COR or designated ICE official within two (2) hours of evacuation.

#### **Article 5. ICE National Detention Standards (NDS) 2019 and Other Applicable Standards**

- A. The Service Provider shall house detainees and perform related detention services at a minimum in accordance with the NDS 2019 (<https://www.ice.gov/detention-standards/2019>) and the G-324B ORSA Detention Inspection Form Worksheet for IGSA's – Rev: 05/01/2012 Attachment 4, unless otherwise specified in this agreement. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the applicable standards.
- B. If a change in the standards identified herein results in a documentable financial impact to the Service Provider, the Service Provider must notify the Contracting Officer within five (5) days of receipt of the change and request either 1) a waiver to the Standards or, 2) to negotiate a change in per diem.
- C. The Facility's operation shall reflect the NDS 2019 Expected Outcomes and Practices. Where mandatory requirements are expressed, innovation is encouraged to achieve the optimal levels to further the goals of detention reform.
- D. 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 NDS 2019, the DHS PREA standards shall prevail.
- E. In cases where other standards conflict with ICE Policy or Standards, NDS 2019 Standards will prevail.
- F. The parties to this IGSA agree to enter into negotiations if and when the ICE Detention Standards are updated. This Agreement will be modified in writing upon mutual agreement.

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

- A. If it is determined that ICE Health Service Corps will not provide direct patient care

services at this location, the Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with NDS 2019 and/or the ICE Family Residential Standards, including but not limited to; intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary along with all required vaccinations per the CDC recommendations and IHSC policy for certain populations. On site routine labs and CLIA waived testing (see attached appendix) will be a requirement of the Service Provider. Off-site labs must be approved through the Medpar system and will be paid for by IHSC. Medical supplies will also be provided at no additional cost to the government or the ICE detained alien. All of the above costs will be included in the bed day rate for this contract.

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

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

- F. The Service Provider shall ensure that all health care providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall 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 NDS 2019.
- 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, NDS 2019, 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 NDS 2019, the Family Residential Standards, 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 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 NDS 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 Services:** The Service Provider shall provide language access services, which include interpretation and translation services, for limited English proficient (LEP) detainees. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with detainees who do not read, speak, write, or understand English. Oral interpretation should be provided for residents who are illiterate. Other than in emergencies, and even then, only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The Service Provider shall also make special provisions for detainees who are illiterate. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Upon request, ICE will assist the Service Provider in obtaining interpretation and translation services through a toll-free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.

**Disability-Related Services:** The Service Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), their implementing federal regulations, any other applicable disability-related federal law and state law, and its obligations under NDS 2019. Specifically, the Service Provider shall ensure that its buildings are physically accessible for detainees with disabilities. Also, as required under applicable federal and state law and under NDS 2019, the Service Provider shall provide detainees with disabilities with accommodations, auxiliary aids, and modifications to policies, practices, and/or procedures to allow them an equal opportunity to access, participate in, or benefit from detention programs, services, and activities. The Service Provider shall allow for effective communication with detainees with disabilities through the provision of accommodations and auxiliary aids, such as access to sign language interpretation services, as necessary. In addition, deaf detainees shall have access to a TTY telephone and to sign language interpretation services. Should transportation be required for a detainee with disabilities, the Service Provider shall contact the Contracting Officer's Representative who will make

arrangements for that transport with a different Service Provider.

**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, Service Provider 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**

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detainees shall not be required to perform manual labor.

- A. General. The Service Provider shall certify to the Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.
- B. Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

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

Each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any subcontractor(s) and their employees.

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

- C. Security Management. The Service Provider shall appoint a senior official to act as the Corporate Security Officer. The individual shall 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 Service Provider.

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

## **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 Lake County's Sheriff's Office and will remain in effect indefinitely. Either party must provide written notice of intention to terminate the agreement, 90 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 not be under any financial obligation for any costs related to and arising out of the Agreement after the effective 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, 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. Facilities holding detainees for 72 hours or less are evaluated in accordance with

Attachment 4 of this agreement. To this end, the ratings are scored as: *Acceptable, Deficient, At-Risk or Not Applicable*. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.

- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply with the ratings as described in Paragraph B, 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, and by written change order, 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.

2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
  3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
  4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
  5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

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

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

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

## Article 12. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

1. By mail:

DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: [ICE-ERO-FOD-FDT](#)

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

802-288-7658

3. By e-mail:

[Invoice.Consolidation@ice.dhs.gov](mailto:Invoice.Consolidation@ice.dhs.gov)

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

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;

9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.
15. For Mileage, the itemized monthly invoice shall include a copy of the GSA webpage that shows the mileage rate being applied for that invoice.

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

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

### **Article 13. Transportation**

- A. All transportation of ICE detainees shall be conducted in accordance with the ICE NDS 2019 Standards. Except in emergency situations, females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. All transportation services shall be accomplished in an appropriate and economical manner.
- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear

the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.

- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COR or designated ICE official. At least [REDACTED] qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services. As written above, except in emergency situations, females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An [REDACTED] 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 will ensure that at least one officer responsible for the security of the detainee while he/she is an in-patient a 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 [REDACTED] 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 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 shall 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. Armed county detention officers are not federal law enforcement officers. Even though the armed county detention officers are performing work on behalf of the federal government, they have not been statutorily granted or delegated authority to enforce federal laws. As such, the armed county detention officers do not possess any federal authority to carry firearms across states lines – even if they are performing duties on behalf of ICE. The armed county detention officers are subject to state and local laws in these situations and must comply with any applicable state or local



requirements (licensing, credentialing, etc.) regarding the possession of firearms.

- 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 [REDACTED]. 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
[REDACTED]	<b>Detroit Field Office</b> 333 Mt. Elliot St.	Detroit, MI	[REDACTED]
[REDACTED]	<b>Grand Rapids Field Office</b> 517 Ottawa Ave NE	Grand Rapids, MI	[REDACTED]
[REDACTED]	<b>Calhoun County Jail</b> 185 E. Michigan Ave.	Battle Creek, MI	[REDACTED]
[REDACTED]	<b>North Lake Correctional Facility</b> 1805 W. 32 <sup>nd</sup> St.	Baldwin, MI	[REDACTED]

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

Reporting Requirements	Description
1. Monthly Status Report	The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Data Collection Categories and Descriptions (Attachment 6). An electronic excel based template for data collection will be provided to the Service Provider 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 Service Provider is using Service Provider owned vehicles. A list of government vehicles used will be required if the Service Provider uses government owned vehicles. This information will be available electronically to government users and submitted monthly with each Service Provider invoice.
2. Quarterly Status Report	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.

#### **Article 14. 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.

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 15. Hold Harmless Provisions**

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

- A. Service Provider Liability Limitations: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligent or tortious conduct of its own officers, employees, and other persons provided coverage pursuant to federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.*(FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). ICE agrees to the extent permitted under Federal law, to waive all claims

and causes of action it may have against the Service Provider for any injury, damage or loss to the Government, not otherwise provided for in this agreement, as a result of claims paid or judgments incurred under either the FTCA or FECA. The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified.

- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the laws of Colorado. Nothing herein shall waive the application of sovereign immunity to the Service Provider. ICE will promptly notify the Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government shall have no liability to Service Provider 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 and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.
- E. Service Provider Insurance: The Service Provider and any subcontractor(s) shall maintain insurance in an amount not less than [REDACTED] to protect the Service Provider from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Service Provider itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Service Provider and its subcontractor(s) shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least [REDACTED] per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least [REDACTED] per person and [REDACTED] per occurrence for bodily injury and [REDACTED] per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the

Government of any contemplated cancellation.

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

#### **Article 16. Financial Records**

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

#### **Article 17. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement (See Attachment 1 - Wage Determination).

#### **Article 18. Notification and Public Disclosures**

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

## **Article 19. Incident Reporting**

The COR shall be notified immediately in the event of all serious incidents pertaining to ICE detainees. The COR will provide afterhours contact information to the Service Provider at the time of award.

Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes;

adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

## **Article 20. 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 21. Zero Tolerance for Sexual Harassment, Abuse, and Assault**

- A. The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program of which training will include training on working with vulnerable populations and addressing their vulnerability in the general population. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA) (Attachment 5) and NDS 2019.
- 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 22. Detainee Telephone Services (DTS)**

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE NDS 2019 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 Service Provider 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. For shared Facilities: 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 Service Provider for ICE detainee pro bono telephone calls. The Service Provider (and the Telecommunications Company) shall make all arrangements with the DTS Service Provider 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 Service Provider for collect and prepaid calls at the expiration of any current contract. The DTS Service Provider 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 Service Provider 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 NDS 2019 and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

CC. ICE DTS Service Provider

Information: Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

[REDACTED]  
Customer Relations Manager  
(334) 375-[REDACTED]  
[REDACTED]

[REDACTED]  
Operations Manager  
(334) 375-[REDACTED]  
[REDACTED]

**Article 23. 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 24. 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;

(C) 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 [REDACTED] on the date of the agreement on price or the date of the award, whichever is later, the Service Provider may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable –

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

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

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

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

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

**C) Subcontractor Certified Cost or Pricing Data**

(a) Before awarding any subcontract expected to exceed [REDACTED] on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed [REDACTED], the Service Provider shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in

writing), to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless (1) the prices are based upon adequate price competition, or (2) if a waiver has been granted.

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

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

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

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

#### **D) Subcontractor Certified Cost or Pricing Data – Modifications**

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

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

(2) Be limited to such modifications.

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

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

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

**E) Price Reduction for Defective Certified Cost or Pricing Data**

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

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

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

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

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

(c)

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

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

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

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

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

(2)

(i) Except as prohibited by subdivision ©(2)(ii) of this clause, an offset in an amount

determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a IGSA price reduction if –

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

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

(ii) An offset shall not be allowed if –

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

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

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

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

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

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

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

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

(1) the Service Provider or a subcontractor furnished certified cost or pricing data that were

not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,

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

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

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

(d)

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

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

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

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

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

(2)

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

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

the amount requested; and

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

(ii) An offset shall not be allowed if -

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

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

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

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

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

**Certificate of Current Cost or Pricing Data**

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

Service Provider \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

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

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

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

## **Article 25. 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 Service Provider 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. Service Providers and Service Provider 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) *Service Provider requirements.* The Service Provider 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 Service Provider shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Service Provider employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Service Provider employees, subcontractors, or subcontractor employees pursuant to this clause.

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

- (1) Requiring the Service Provider to remove a Service Provider employee or employees from the performance of the contract;
- (2) Requiring the Service Provider 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 Service Provider 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 Service Provider shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Service Provider 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 26. Order of Precedence**

Should there be a conflict between the NDS 2019 and other any other term and/or condition of the IGSA, the Service Provider shall contact the Contracting Officer for clarification.

## **Article 27. 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 Service Provider personnel to have access to

information protected by the Privacy Act of 1974 the Service Provider 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](http://www.dhs.gov/privacy). Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

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

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

*(3) Prior Approval Required to Hire Subcontractors*

The Service Provider 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 Service Provider (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

*(4) Separation Checklist for Service Provider Employees*

Service Provider 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 Service Provider'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 Service Provider shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Service Provider shall submit the checklist on the last day of employment or work on the contract.

As requested, Service Providers shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Service Provider 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 Service Providers*

Service Provider shall provide training for all employees, including Subcontractors and independent Service Providers 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 Service Provider 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 Service Providers, is available at [www.dhs.gov/dhs-security-and-training-requirements-Service-Providers](http://www.dhs.gov/dhs-security-and-training-requirements-Service-Providers). 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 Service Provider 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 Service Provider's employees.

*(2) Safeguarding Sensitive PII Requirement*

Service Provider 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 Service Provider 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 Service Provider shall maintain signed copies of the NDA for all employees as a record of compliance. The Service Provider 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 Service Provider'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*

Service Providers 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 Service Provider 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 Service Provider 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 Service Provider 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. Service Provider'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, Service Provider 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 Service Provider 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, Service Provider 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 Service Provider is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Service Provider, 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider'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 Service Provider must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Service Provider 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 Service Providers are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal

records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

#### **D. Data Privacy and Oversight**

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

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

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

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

##### *(2) Requirements for Service Provider IT Systems Hosting Government Data*

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

##### *(3) Requirement to Support Privacy Compliance*

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

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Service Provider shall assign or procure

a Privacy Lead, to be listed under “Key Personnel.” The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

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

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

(End of Clause)

## **SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

(a) *Applicability.* This clause applies to the Service Provider, its subcontractors, and Service Provider employees (hereafter referred to collectively as “Service Provider”). The Service Provider shall insert the substance of this clause in all subcontracts.

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

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not



anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Service Provider Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Service Provider system, or

sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Service Provider shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Service Providers>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Service Provider compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Service Provider personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Service Providers must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Service Provider shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Service Provider except as specified in the contract.

(3) All Service Provider employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Service Provider shall maintain signed copies of the NDA for all employees as a record of compliance. The Service Provider 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) The Service Provider’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Service Provider shall not input, store, process, output, and/or transmit sensitive information within a Service Provider IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Service Provider shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Service Provider shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the

compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Service Provider's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) *Independent Assessment.* Service Providers shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Service Provider shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) *Support the completion of the Privacy Threshold Analysis (PTA) as needed.* As part of the SA process, the Service Provider may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Service Provider IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Service Provider shall provide all support necessary to assist the Department in completing the PIA

in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Service Provider's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Service Provider is required to update its SA package as part of the ATO renewal process. The Service Provider shall update its SA package by one of the following methods:

(1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90-day review process is independent of the system production date and therefore it is important that the Service Provider build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Service Provider environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Service Provider shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Service Provider's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Service Provider shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard

against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Service Provider-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Service Provider shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Service Provider systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Service Provider to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Service Provider IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Service Providers operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Service Providers shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Service Provider shall provide the Government with all information to fully satisfy Federal reporting requirements for Service Provider systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Service Provider shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Service Provider shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Service Provider shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Service Provider shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Service Provider has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Service Providers shall also provide as many of the following data elements that are available at the time the incident is reported, with any

remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime Service Provider location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Service Provider and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

*(g) Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Service Provider 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.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

*(h) Additional PII and/or SPII Notification Requirements.*

(1) The Service Provider shall have in place procedures and the capability to notify any individual whose PII resided in the Service Provider IT system at the time of the sensitive information incident not later than 5

business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Service Provider shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Service Provider shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Service Provider regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Service Provider's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Service Provider and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements*. In the event that a sensitive information incident involves PII or SPII, the Service Provider may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Service Provider or resided in the Service Provider IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Service Provider has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution

representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Service Provider shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

## **INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

(a) *Applicability.* This clause applies to the Service Provider, its subcontractors, and Service Provider employees (hereafter referred to collectively as “Service Provider”). The Service Provider shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Service Provider employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Service Provider employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Service Providers>. The Service Provider shall maintain copies of training certificates for all Service Provider and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Service Provider and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Service Provider and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Service Provider and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Service Providers>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Service Provider employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Service Provider shall maintain signed copies of the DHS Rules of Behavior for all Service Provider and subcontractor employees as a record of compliance. Unless otherwise specified, the Service Provider shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Service Provider and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at



<http://www.dhs.gov/dhs-security-and-training-requirements-Service Providers>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Service Provider employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Service Provider shall maintain copies of training certificates for all Service Provider and subcontractor employees as a record of compliance. Initial training certificates for each Service Provider and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Service Provider and subcontractor employees.

### **Article 28. 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 3 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 29. 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 3 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.

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.

**(End of Document)**