

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KANDIYOHI COUNTY OF PO BOX 936 WILLMAR MN 562010936	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-2-H-1005
		10B. DATED (SEE ITEM 13) 08/31/2017
CODE 0990533320000	FACILITY CODE	

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 099053332  
COR: [REDACTED] 612-843-[REDACTED]  
[REDACTED]  
Alternate COR: [REDACTED] 612-843-[REDACTED]  
[REDACTED]  
Contract Specialist: [REDACTED] 202-732-[REDACTED]  
[REDACTED]  
Contracting Officer: [REDACTED] 202-732-[REDACTED]  
Continued ...

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

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

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-2-H-1005/P00001

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2 12

NAME OF OFFEROR OR CONTRACTOR  
KANDIYOHI COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>[REDACTED]</p> <p>Kandiyohi County: [REDACTED] 320-214-[REDACTED] [REDACTED]</p> <p>The purpose of this modification to IGSA ACD-2-H-1005 is to incorporate the attached Department of Labor Wage Determinaion Number 2015-4963 Revision Number 8 dated 1/10/2018.</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 08/31/2017 to 08/30/2067 --</p> <p>All other terms and conditions remain unchanged.</p>				

**Article XVII. Transportation**

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

The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detainee to the Facility. The Service Provider shall ensure that at least one officer responsible for the security of the detainee while he/she is an in-patient at the hospital will be of the same sex as the detainee.

- A. 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.
- G. 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.
- H. Government Furnished Vehicles: If ICE authorizes the Service Provider to use Government furnished vehicles, the following requirements apply to this agreement.
- a. If ICE chooses to authorize Service Provider employees to operate Government furnished vehicles, the Government will provide the Service Provider with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE Designated Facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this Agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.

- b. The Service Provider agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Service Provider, its employees and or persons acting on behalf of the Service Provider. The Service Provider shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Service Provider agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
- c. In addition, the Service Provider agrees to assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Service Provider, agents, or other persons acting on behalf of the Service Provider. The Service Provider agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Service Provider employees or agents; the Service Provider agrees to reimburse ICE for said settlement or adverse judgment.
- d. In order for ICE to maintain accurate fleet records of the transportation services, the Service Provider officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used. The form that is required is the Official Detail Form. This form is to be filled out at the beginning of each shift. At the end of a shift, the form is to be provided to the ICE Shift Supervisor with a copy to the COR. The Service Provider shall keep the original for three years.
- e. The COR will provide forms to the Service Provider to request and authorize routine maintenance of vehicles.
- f. The Service Provider shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
- g. The Government will provide instruction on the proper use of the Fleet Card to all Service Provider personnel responsible for the operation of any Government Vehicle. The instruction will be in accordance with the DHS Fleet Card Manual.
- h. A list of the Government vehicles authorized for use by the Service Provider shall be provided if applicable.

- I. Training and Compliance: The Service Provider shall comply with NDS 2000 ICE transportation standards related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- J. Miscellaneous Transportation: The COR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- K. When the COR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- L. The Service Provider shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.
- M. Failure on the Service Provider's part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.
- N. The service provider will make every attempt to comply with pre-scheduled departures. If by unforeseeable circumstances, (weather, traffic, accidents, etc.) the service provider will communicate these situations with ICE.
- O. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties.
- P. 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.
- Q. 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]	2201 23 <sup>rd</sup> St NE to 1 Federal Drive Suite 1340	Willmar, MN to Fort Snelling, MN	[REDACTED] Mon-Thurs

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

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

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

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  KANDIYOHI COUNTY OF PO BOX 936 WILLMAR MN 562010936	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)
CODE 0990533320000      FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-2-H-1005
	10B. DATED (SEE ITEM 13) 08/31/2017

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 099053332

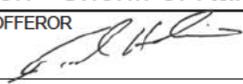
COR: [REDACTED] 612-843-[REDACTED]

Alternate COR: [REDACTED] 612-843-[REDACTED]

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

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

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

Eric N. Holien Sheriff of Kandiyohi County	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 04/30/2017

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-2-H-1005/P00002

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2 8

NAME OF OFFEROR OR CONTRACTOR  
KANDIYOHI COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>The purpose of this modification to IGSA ACD-2-H-1005 is to:</p> <ol style="list-style-type: none"> <li>1. Add CLIN 0002 Transportation Services.</li> <li>2. Incorporate Article XVII Transportation.</li> <li>3. Incorporate Attachments G and Ga - Transportation Reporting.</li> </ol> <p>---</p> <p>Delivery Location Code: ICE/ERO ICE Enforcement &amp; Removal Immigration and Customs Enforcement 801 I Street, NW [REDACTED] Washington DC 20536</p> <p>Period of Performance: 08/31/2017 to 08/30/2067</p> <p>Add Item 0002 as follows:</p> <p>TRANSPORTATION SERVICES</p> <p>Transport/Escort/Stationary Services Rate: [REDACTED]/HR</p> <p>Transportation mileage shall be reimbursed in accordance with the GSA Privately Owned Vehicle Mileage Reimbursement Rate effective at the time of incurrence.</p> <p>---</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>--</p> <p>All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	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)  KANDIYOHI COUNTY OF PO BOX 936 WILLMAR MN 562010936	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)
CODE 0990533320000      FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-2-H-1005
	10B. DATED (SEE ITEM 13) 08/31/2017

**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.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification IAW ACD-2-H-1005

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: 099053332

COR: [REDACTED] 612-843-[REDACTED]

Alternate COR: [REDACTED] 612-843-[REDACTED]

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

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

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

15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGN  [REDACTED]
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-2-H-1005/P00003

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2 13

NAME OF OFFEROR OR CONTRACTOR  
KANDIYOHI COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification to IGSA ACD-2-H-1005 is to incorporate updated wage determination number 2015-4963 Revision 13 dated 12/23/2019.</p> <p>---</p> <p>Period of Performance: 08/31/2017 to 08/30/2067</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KANDIYOHI COUNTY OF PO BOX 936 WILLMAR MN 562010936	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-2-H-1005
		10B. DATED (SEE ITEM 13) 08/31/2017
CODE 0990533320000	FACILITY CODE	

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

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification IAW ACD-2-H-1005

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: 099053332  
COR: [REDACTED] 612-843-[REDACTED]  
[REDACTED]  
Contracting Officer: [REDACTED] 202-897-[REDACTED]  
[REDACTED]  
Contract Specialist: [REDACTED] 202-731-[REDACTED]  
[REDACTED]

The purpose of this modification to IGSA ACD-2-H-1005 is to incorporate updated Wage Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
[REDACTED]

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

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-2-H-1005/P00004

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NAME OF OFFEROR OR CONTRACTOR  
KANDIYOHI COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Determination Number 2015-4963 Revision 17 dated 07/21/2021. Period of Performance: 08/31/2017 to 08/30/2067				

"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.: 2015-4963 Revision No.: 17 Date Of Last Revision: 07/21/2021
Daniel W. Simms Director	Division of Wage Determinations

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Minnesota

Area: Minnesota Counties of Big Stone Chippewa Cottonwood Jackson  
 Kandiyohi Lac Qui Parle Lincoln Lyon McLeod Meeker Murray Nobles  
 Pipestone Redwood Renville Rock Swift Yellow Medicine

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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		15.83
01012 - Accounting Clerk II		17.78
01013 - Accounting Clerk III		19.89
01020 - Administrative Assistant		26.89
01035 - Court Reporter		19.29
01041 - Customer Service Representative I		13.58
01042 - Customer Service Representative II		15.13
01043 - Customer Service Representative III		16.65
01051 - Data Entry Operator I		13.93
01052 - Data Entry Operator II		15.20
01060 - Dispatcher Motor Vehicle		20.96
01070 - Document Preparation Clerk		16.89
01090 - Duplicating Machine Operator		16.89
01111 - General Clerk I		13.88
01112 - General Clerk II		15.14
01113 - General Clerk III		17.01
01120 - Housing Referral Assistant		21.50
01141 - Messenger Courier		16.74
01191 - Order Clerk I		16.62
01192 - Order Clerk II		18.14
01261 - Personnel Assistant (Employment) I		16.68
01262 - Personnel Assistant (Employment) II		18.66
01263 - Personnel Assistant (Employment) III		20.80
01270 - Production Control Clerk		23.18
01290 - Rental Clerk		14.96
01300 - Scheduler Maintenance		17.24
01311 - Secretary I		17.24

01312 - Secretary II	19.29
01313 - Secretary III	21.50
01320 - Service Order Dispatcher	18.74
01410 - Supply Technician	26.89
01420 - Survey Worker	18.13
01460 - Switchboard Operator/Receptionist	14.80
01531 - Travel Clerk I	15.16
01532 - Travel Clerk II	16.29
01533 - Travel Clerk III	17.49
01611 - Word Processor I	15.35
01612 - Word Processor II	17.24
01613 - Word Processor III	19.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.27
05010 - Automotive Electrician	17.11
05040 - Automotive Glass Installer	16.27
05070 - Automotive Worker	16.27
05110 - Mobile Equipment Servicer	14.52
05130 - Motor Equipment Metal Mechanic	17.91
05160 - Motor Equipment Metal Worker	16.27
05190 - Motor Vehicle Mechanic	17.91
05220 - Motor Vehicle Mechanic Helper	13.84
05250 - Motor Vehicle Upholstery Worker	15.44
05280 - Motor Vehicle Wrecker	16.27
05310 - Painter Automotive	17.11
05340 - Radiator Repair Specialist	16.27
05370 - Tire Repairer	17.84
05400 - Transmission Repair Specialist	17.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.77
07041 - Cook I	14.72
07042 - Cook II	16.67
07070 - Dishwasher	11.28
07130 - Food Service Worker	13.13
07210 - Meat Cutter	15.17
07260 - Waiter/Waitress	11.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.79
09040 - Furniture Handler	14.89
09080 - Furniture Refinisher	19.99
09090 - Furniture Refinisher Helper	15.93
09110 - Furniture Repairer Minor	18.17
09130 - Upholsterer	23.57
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.21
11060 - Elevator Operator	13.21
11090 - Gardener	18.97
11122 - Housekeeping Aide	15.84
11150 - Janitor	15.84
11210 - Laborer Grounds Maintenance	15.21
11240 - Maid or Houseman	12.98
11260 - Pruner	13.91
11270 - Tractor Operator	17.72
11330 - Trail Maintenance Worker	15.21
11360 - Window Cleaner	17.28
12000 - Health Occupations	
12010 - Ambulance Driver	17.64
12011 - Breath Alcohol Technician	19.67
12012 - Certified Occupational Therapist Assistant	26.98
12015 - Certified Physical Therapist Assistant	24.79
12020 - Dental Assistant	22.93
12025 - Dental Hygienist	36.22
12030 - EKG Technician	29.80
12035 - Electroneurodiagnostic Technologist	29.80
12040 - Emergency Medical Technician	17.64

12071 - Licensed Practical Nurse I	17.59
12072 - Licensed Practical Nurse II	19.67
12073 - Licensed Practical Nurse III	21.92
12100 - Medical Assistant	19.09
12130 - Medical Laboratory Technician	26.41
12160 - Medical Record Clerk	19.04
12190 - Medical Record Technician	21.29
12195 - Medical Transcriptionist	20.18
12210 - Nuclear Medicine Technologist	43.22
12221 - Nursing Assistant I	12.40
12222 - Nursing Assistant II	13.93
12223 - Nursing Assistant III	15.20
12224 - Nursing Assistant IV	17.07
12235 - Optical Dispenser	16.99
12236 - Optical Technician	17.59
12250 - Pharmacy Technician	17.06
12280 - Phlebotomist	17.35
12305 - Radiologic Technologist	31.17
12311 - Registered Nurse I	26.08
12312 - Registered Nurse II	31.90
12313 - Registered Nurse II Specialist	31.90
12314 - Registered Nurse III	38.59
12315 - Registered Nurse III Anesthetist	38.59
12316 - Registered Nurse IV	46.23
12317 - Scheduler (Drug and Alcohol Testing)	24.36
12320 - Substance Abuse Treatment Counselor	24.80
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.61
13012 - Exhibits Specialist II	23.06
13013 - Exhibits Specialist III	28.23
13041 - Illustrator I	18.61
13042 - Illustrator II	23.06
13043 - Illustrator III	28.23
13047 - Librarian	25.57
13050 - Library Aide/Clerk	14.32
13054 - Library Information Technology Systems Administrator	23.06
13058 - Library Technician	19.38
13061 - Media Specialist I	16.65
13062 - Media Specialist II	18.61
13063 - Media Specialist III	20.76
13071 - Photographer I	16.94
13072 - Photographer II	18.94
13073 - Photographer III	23.46
13074 - Photographer IV	28.70
13075 - Photographer V	33.26
13090 - Technical Order Library Clerk	18.61
13110 - Video Teleconference Technician	16.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.91
14042 - Computer Operator II	18.91
14043 - Computer Operator III	21.09
14044 - Computer Operator IV	23.43
14045 - Computer Operator V	25.94
14071 - Computer Programmer I	(see 1) 21.42
14072 - Computer Programmer II	(see 1) 26.52
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.91
14160 - Personal Computer Support Technician	23.43
14170 - System Support Specialist	27.05
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	30.36
15020 - Aircrew Training Devices Instructor (Rated)	36.73
15030 - Air Crew Training Devices Instructor (Pilot)	44.03
15050 - Computer Based Training Specialist / Instructor	30.36
15060 - Educational Technologist	30.64
15070 - Flight Instructor (Pilot)	44.03
15080 - Graphic Artist	20.03
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.03
15086 - Maintenance Test Pilot Rotary Wing	44.03
15088 - Non-Maintenance Test/Co-Pilot	44.03
15090 - Technical Instructor	21.67
15095 - Technical Instructor/Course Developer	26.51
15110 - Test Proctor	17.49
15120 - Tutor	17.49
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.26
16030 - Counter Attendant	13.26
16040 - Dry Cleaner	16.31
16070 - Finisher Flatwork Machine	13.26
16090 - Presser Hand	13.26
16110 - Presser Machine Drycleaning	13.26
16130 - Presser Machine Shirts	13.26
16160 - Presser Machine Wearing Apparel Laundry	13.26
16190 - Sewing Machine Operator	17.26
16220 - Tailor	18.26
16250 - Washer Machine	14.35
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.51
19040 - Tool And Die Maker	31.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.16
21030 - Material Coordinator	23.18
21040 - Material Expediter	23.18
21050 - Material Handling Laborer	16.49
21071 - Order Filler	14.05
21080 - Production Line Worker (Food Processing)	21.16
21110 - Shipping Packer	18.31
21130 - Shipping/Receiving Clerk	18.31
21140 - Store Worker I	15.04
21150 - Stock Clerk	19.55
21210 - Tools And Parts Attendant	21.16
21410 - Warehouse Specialist	21.16
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.46
23019 - Aircraft Logs and Records Technician	22.21
23021 - Aircraft Mechanic I	26.24
23022 - Aircraft Mechanic II	27.46
23023 - Aircraft Mechanic III	28.70
23040 - Aircraft Mechanic Helper	19.46
23050 - Aircraft Painter	24.94
23060 - Aircraft Servicer	22.21
23070 - Aircraft Survival Flight Equipment Technician	24.94
23080 - Aircraft Worker	23.59
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.59
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.24
23110 - Appliance Mechanic	24.94
23120 - Bicycle Repairer	20.83
23125 - Cable Splicer	40.73
23130 - Carpenter Maintenance	20.92
23140 - Carpet Layer	23.59
23160 - Electrician Maintenance	27.30
23181 - Electronics Technician Maintenance I	24.87
23182 - Electronics Technician Maintenance II	26.17

23183 - Electronics Technician Maintenance III	27.39
23260 - Fabric Worker	22.21
23290 - Fire Alarm System Mechanic	26.24
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	34.21
23312 - Fuel Distribution System Operator	28.60
23370 - General Maintenance Worker	20.02
23380 - Ground Support Equipment Mechanic	26.24
23381 - Ground Support Equipment Servicer	22.21
23382 - Ground Support Equipment Worker	23.59
23391 - Gunsmith I	20.83
23392 - Gunsmith II	23.59
23393 - Gunsmith III	26.24
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.64
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	26.83
23430 - Heavy Equipment Mechanic	27.34
23440 - Heavy Equipment Operator	25.70
23460 - Instrument Mechanic	26.24
23465 - Laboratory/Shelter Mechanic	24.94
23470 - Laborer	16.49
23510 - Locksmith	24.94
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist Maintenance	22.67
23580 - Maintenance Trades Helper	14.38
23591 - Metrology Technician I	26.24
23592 - Metrology Technician II	27.46
23593 - Metrology Technician III	28.70
23640 - Millwright	22.45
23710 - Office Appliance Repairer	20.26
23760 - Painter Maintenance	20.86
23790 - Pipefitter Maintenance	29.66
23810 - Plumber Maintenance	27.18
23820 - Pneudraulic Systems Mechanic	26.24
23850 - Rigger	26.24
23870 - Scale Mechanic	23.59
23890 - Sheet-Metal Worker Maintenance	27.39
23910 - Small Engine Mechanic	22.61
23931 - Telecommunications Mechanic I	23.92
23932 - Telecommunications Mechanic II	25.62
23950 - Telephone Lineman	21.21
23960 - Welder Combination Maintenance	20.95
23965 - Well Driller	26.24
23970 - Woodcraft Worker	26.24
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	17.80
24570 - Child Care Attendant	12.68
24580 - Child Care Center Clerk	15.80
24610 - Chore Aide	13.70
24620 - Family Readiness And Support Services Coordinator	17.80
24630 - Homemaker	17.80
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.30
25040 - Sewage Plant Operator	25.53
25070 - Stationary Engineer	31.30
25190 - Ventilation Equipment Tender	23.57
25210 - Water Treatment Plant Operator	25.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.75
27007 - Baggage Inspector	16.21
27008 - Corrections Officer	23.32
27010 - Court Security Officer	20.63

27030 - Detection Dog Handler	19.28
27040 - Detention Officer	23.32
27070 - Firefighter	19.76
27101 - Guard I	16.21
27102 - Guard II	19.28
27131 - Police Officer I	25.07
27132 - Police Officer II	27.86
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.80
28042 - Carnival Equipment Repairer	16.91
28043 - Carnival Worker	12.40
28210 - Gate Attendant/Gate Tender	17.43
28310 - Lifeguard	13.72
28350 - Park Attendant (Aide)	19.49
28510 - Recreation Aide/Health Facility Attendant	14.22
28515 - Recreation Specialist	23.60
28630 - Sports Official	15.52
28690 - Swimming Pool Operator	19.15
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.06
29020 - Hatch Tender	27.06
29030 - Line Handler	27.06
29041 - Stevedore I	25.72
29042 - Stevedore II	28.47
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.31
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.86
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.89
30021 - Archeological Technician I	18.45
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.58
30030 - Cartographic Technician	25.58
30040 - Civil Engineering Technician	30.47
30051 - Cryogenic Technician I	27.64
30052 - Cryogenic Technician II	30.52
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	28.32
30081 - Engineering Technician I	16.36
30082 - Engineering Technician II	18.37
30083 - Engineering Technician III	20.56
30084 - Engineering Technician IV	25.46
30085 - Engineering Technician V	31.16
30086 - Engineering Technician VI	37.69
30090 - Environmental Technician	25.58
30095 - Evidence Control Specialist	24.96
30210 - Laboratory Technician	23.02
30221 - Latent Fingerprint Technician I	27.64
30222 - Latent Fingerprint Technician II	30.52
30240 - Mathematical Technician	25.58
30361 - Paralegal/Legal Assistant I	21.61
30362 - Paralegal/Legal Assistant II	26.77
30363 - Paralegal/Legal Assistant III	32.75
30364 - Paralegal/Legal Assistant IV	39.63
30375 - Petroleum Supply Specialist	30.52
30390 - Photo-Optics Technician	25.58
30395 - Radiation Control Technician	30.52
30461 - Technical Writer I	26.66
30462 - Technical Writer II	32.61
30463 - Technical Writer III	39.45
30491 - Unexploded Ordnance (UXO) Technician I	27.53
30492 - Unexploded Ordnance (UXO) Technician II	33.30
30493 - Unexploded Ordnance (UXO) Technician III	39.92
30494 - Unexploded (UXO) Safety Escort	27.53

30495 - Unexploded (UX0) Sweep Personnel	27.53
30501 - Weather Forecaster I	27.64
30502 - Weather Forecaster II	33.62
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.02
30621 - Weather Observer Senior	(see 2) 25.58
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.30
31020 - Bus Aide	13.27
31030 - Bus Driver	17.65
31043 - Driver Courier	14.28
31260 - Parking and Lot Attendant	14.05
31290 - Shuttle Bus Driver	16.82
31310 - Taxi Driver	17.03
31361 - Truckdriver Light	15.29
31362 - Truckdriver Medium	16.29
31363 - Truckdriver Heavy	21.48
31364 - Truckdriver Tractor-Trailer	21.48
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.24
99030 - Cashier	11.79
99050 - Desk Clerk	11.31
99095 - Embalmer	39.85
99130 - Flight Follower	27.53
99251 - Laboratory Animal Caretaker I	17.77
99252 - Laboratory Animal Caretaker II	19.03
99260 - Marketing Analyst	30.99
99310 - Mortician	39.85
99410 - Pest Controller	23.98
99510 - Photofinishing Worker	14.46
99710 - Recycling Laborer	19.70
99711 - Recycling Specialist	22.90
99730 - Refuse Collector	18.06
99810 - Sales Clerk	13.12
99820 - School Crossing Guard	16.55
99830 - Survey Party Chief	27.37
99831 - Surveying Aide	16.00
99832 - Surveying Technician	20.90
99840 - Vending Machine Attendant	21.02
99841 - Vending Machine Repairer	25.30
99842 - Vending Machine Repairer Helper	21.02

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

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month\*

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

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

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

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

1) Does not apply to employees employed in a bona fide executive administrative or professional capacity as defined and delineated in 29 CFR Part 541. (See 29 CFR 4.156)

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))."

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/31/2017	2. CONTRACT NO. (If any) ACD-2-H-1005	6. SHIP TO: a. NAME OF CONSIGNEE ICE Enforcement & Removal	
3. ORDER NO.	4. REQUISITION/REFERENCE NO.		

5. ISSUING OFFICE (Address correspondence to) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW [REDACTED]	
		c. CITY Washington	e. ZIP CODE 20536

7. TO: a. NAME OF CONTRACTOR KANDIYOHI COUNTY OF	f. SHIP VIA
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b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS		<input type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY
d. CITY		REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE	f. ZIP CODE	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA	10. REQUISITIONING OFFICE
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS Net 30
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 099053332 COR: [REDACTED] 612-843-[REDACTED] [REDACTED] Alternate COR: [REDACTED] 612-843-[REDACTED] Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME DHS, ICE			\$0.00
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FSD			17(i) GRAND TOTAL
c. CITY Williston	e. ZIP CODE 05495-1620	\$0.00	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) [REDACTED] TITLE: CONTRACTING/ORDERING OFFICER
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SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/31/2017	CONTRACT NO. ACD-2-H-1005	ORDER NO.
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Contract Specialist: [REDACTED] 202-732-[REDACTED] [REDACTED]					
	Contracting Officer: [REDACTED] 202-732-[REDACTED] [REDACTED]					
	Kandiyohi County: [REDACTED] 320-214-[REDACTED] [REDACTED]					
	This is a reconstruct of the INS' Agreement Number ACD-2-H-1005 with Kandiyohi County, MN.					
	All funding will be provided on the current task order.					
	Exempt Action: Y Sensitive Award: SPII					
	Period of Performance: 08/31/2017 to 08/30/2067					
0001	Detention Beds		DA	[REDACTED]		
	Bed Day Rate: [REDACTED]/day					
	Obligated Amount: \$0.00					
	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:					
	DHS, ICE Financial Operations - Burlington P.O. Box 1620 Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/31/2017	ACD-2-H-1005	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO/FOD-FSP</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:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&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;</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/31/2017	ACD-2-H-1005	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<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> </ul> <p>Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/31/2017	ACD-2-H-1005	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<ul style="list-style-type: none"> <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>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 Continued ...</p>					
<b>TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))</b>					<b>\$0.00</b>	

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/31/2017	ACD-2-H-1005	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> 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 <a href="mailto:OCFO.CustomerService@ice.dhs.gov">OCFO.CustomerService@ice.dhs.gov</a>.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**United States Department of Justice  
Immigration & Naturalization Service**

*Intergovernmental Service Agreement for Housing Federal Detainees*

1. Agreement Number <u>ACD-2-H-1005</u>	2. Effective as of date in block 11	3. Requisition Number (if applicable) <u>NA</u>
4. Issuing INS Office Address:  U.S. Department of Justice Immigration and Naturalization Service 2901 Metro Drive, Suite 100 Bloomington, Minnesota 55425  Contact Person: <u>[Redacted]</u> Deportation Officer Phone: (612) 313- <u>[Redacted]</u>	5. City/County/State Government:  Kandiyohi County 2201 NE 23rd Street Willmar, MN 56201  Contact Person: <u>Don Kujawa, Sheriff</u> Phone: (320) 235- <u>[Redacted]</u>	
6. Services Covered by this Agreement:  Housing, security, subsistence, clothing and medical care of persons detained by the U.S. Immigration & Naturalization Service in accordance with the terms and conditions set forth herein.	7. Detainee Day Rate: <u>[Redacted]</u>  8. Estimated detainee days <u>100</u> per year	
9. Type of Detainee: <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female		
10. City/County or State Government Certification:  To the best of my (our) knowledge and belief, data submitted in support of this agreement is true and correct; this agreement is authorized by the governing body of the city/county or state government identified in block 5 above. The undersigned shall comply with all provisions set forth herein.		
<u>[Redacted]</u>	<u>6/19/01</u> (Date)	<u>[Redacted] County Administrator</u> (Name & Title typed or printed)
<u>Donald M. Kujawa</u> (Signature)	<u>06/19/01</u> (Date)	<u>Donald M. Kujawa, Sheriff</u> (Name & Title typed or printed)
<u>[Redacted]</u>	<u>6-19-01</u> (Date)	<u>[Redacted] Auditor</u> (Name & Title typed or printed)
<u>[Redacted]</u>	<u>6-19-01</u> (Date)	<u>[Redacted] Jail Administrator</u> (Name & Title typed or printed)
(For additional signatures, please attach another page.)		
11. This agreement is hereby approved and accepted for THE UNITED STATES OF AMERICA, by direction of the COMMISSIONER OF IMMIGRATION & NATURALIZATION SERVICE.		
<u>[Redacted]</u>	<u>3/21/02</u> (Date)	<u>[Redacted]</u> (Name typed or printed)

Department of Justice  
Immigration and Naturalization Service  
*Intergovernmental Service Agreement for Housing Federal Detainees*  
*Immigration and Naturalization Service and Kandiyohi County, MN Sheriff's Office*

## Article I. Purpose

A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an agreement between the Immigration and Naturalization Service (INS), a component of the Department of Justice, and **Kandiyohi County, MN Sheriff's Department Jail**, a state or local government agency (*Service Provider*), for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. The term "Parties" is used in this Agreement to refer jointly to INS and the Service Provider.

B. Responsibilities. This Agreement sets forth the responsibilities of INS and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from INS at the prescribed rate.

C. Guidance. The Parties will determine the detainee day rate in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (Attachment A) and the INS Cost Statement (Attachment B).

## Article II. General

A. Funding. The obligation of INS to make payments to the Service Provider is contingent upon the availability of Federal funds. The INS will, however, neither present detainees to the Service Provider nor direct performance of any other services until the INS has the appropriate funding.

B. Subcontractors. The Service Provider shall notify and obtain approval from the INS if it intends to house INS detainees in a facility other than that specified on the cover page of this document. If either that facility, or any future one, is operated by an entity other than the Service Provider, INS shall treat that entity as a subcontractor to the Service Provider. The Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide INS with copies of all subcontracts in existence during any part of the term of this Agreement. The INS will not accept invoices from, nor make payments to, a subcontractor.

C. Consistent with law. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

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**Article III. Covered Services**

A. Bed space. The Service Provider shall provide up to [REDACTED] male and [REDACTED] female beds on a space available basis. The Service Provider shall house all detainees as determined within the classification system. The INS will be financially liable only for the actual detainee days as defined in Paragraph C. of this Article.

B. Basic needs. The Service Provider shall provide adult INS detainees (gender as specified in Paragraph A. of this Article) 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. If the Service Provider determines that INS has delivered a person for custody who is under the age of 18, the Service Provider shall not house that person with adult detainees, and shall notify the INS immediately. The types and levels of services shall be those the Service Provider routinely affords to other inmates.

C. Unit of service and financial liability. The unit of service will be a "detainee day" (one person per day). The detainee day begins on the date of arrival. The Service Provider may bill INS for the date of arrival but not the date of departure. For example: If a detainee is brought in at 1900 Sunday and is released at 0700 on Monday, the Service Provider may bill for 1 detainee day. If a detainee is brought in at 0100, Sunday and is released at 2359 Monday, the Service Provider may bill for only 1 detainee day. The INS shall be responsible to pay for only those beds actually occupied.

D. Interpretive services. The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. The INS will reimburse the Service Provider for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally (in English or the detainee's native language as appropriate) to detainees who cannot read. The Service Provider shall include the amount that the Service Provider paid for such services on their regular monthly invoice. The Service Provider shall not use detainees for translation services, except in emergency situations. If the Service Provider uses a detainee for translation service, it shall notify INS within 24 hours.

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**Article IV. Receiving and Discharging Detainees**

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

B. Restricted release of detainees. The Service Provider shall not release INS detainees from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergent situations, or in response to a federal writ of *habeas corpus*. If an INS detainee is sought for federal, state or local court proceedings, only INS may authorize release of the detainee for such purposes. The Service Provider shall contact INS immediately regarding any such requests.

C. Service Provider right of refusal. The Service Provider retains final and absolute right either to refuse acceptance, or request removal, of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health provider. In the case of a detainee already in custody, the Service Provider shall notify the INS and request such removals, and shall allow the INS reasonable time to make alternative arrangements for the detainee.

D. Emergency evacuation. In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate INS 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 INS within two hours of such evacuation.

**Article V. Minimum Service Standards**

The Service Provider shall:

A. house INS detainees in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

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- B. provide guard personnel to ensure that there is a 24 hour visual supervision of detainees when housed in a dormitory type setting. The Service Provider shall visually and physically check detainees in individual cells at least hourly.
- C. segregate detainees in custody by gender and by risk of violence to other detainees.
- D. provide a mattress, with a mattress cover, and when appropriate, a blanket to each detainee held overnight.
- E. provide a minimum of three nutritionally balanced meals in each 24 hour period for each detainee. These meals shall provide a total of at least 2,400 calories per 24 hours. There will be no more than 14 hours or fewer than 4 hours between meals. The Service Provider will provide a minimum of two hot meals in this 24 hour period.
- F. provide medical services as described in Article VI below.
- G. provide a mechanism for confidential communication between INS detainees and INS officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual detainee.
- H. afford INS detainees, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, foreign consular personnel, family members and representatives of *pro bono* organizations. (See Attachment C).
- I. permit INS detainees reasonable access to presentations by legal rights groups and groups recognized by INS consistent with good security and order. (See Attachment C.)
- J. afford each INS detainee with reasonable access to legal materials for his or her case. The INS will provide the required materials. The Service Provider will provide space to accommodate legal materials at no additional cost to INS. (Note: The INS may waive this requirement where the average length of detention is 30 days or less.) (See Attachment C.)
- K. afford INS detainees reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations. (See Attachment C.)
- L. provide INS detainees with access to recreational programs and activities as described in the INS Recreation Standards to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare. (See Attachment C.)

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**Article VI. Medical Services**

A. Auspices of Health Authority. The Service Provider shall provide INS detainees with onsite health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on site.

B. Level of Professionalism. The Service Provider shall ensure that all health care service providers utilized for INS detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a healthcare professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by the United States Public Health Service (USPHS) Division of Immigration Health Service (DIHS). Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all INS detainees at the facility for at least eight hours per day, seven days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

D. On-site healthcare. The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any INS detainee an additional fee or co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that INS detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within 24 hours of arrival at the Facility, sick call coverage, provision of over-the counter medications, treatment of minor injuries (e.g., lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

E. Arrival screening. Arrival screening shall include at a minimum, TB symptom screening, planting of the Tuberculin Skin Test (PPD), recording the history of past and present illnesses (mental and physical).

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F. Unacceptable medical conditions. If the Service Provider determines that an INS detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify INS. Upon such notification the Service Provider shall allow INS reasonable time to make the proper arrangements for further disposition of that detainee.

G. Pre-approval for non-emergent off site care. The DIHS acts though the agent the final health authority for INS on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for INS detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to DIHS (See Attachment D). For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of INS and the detainee. The INS may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

Lieutenant Commander [REDACTED]  
 Managed Care Coordinator  
 9747 North Conant Avenue  
 Kansas City, Missouri 64153  
 Telephone: (816) 891-[REDACTED]  
 Fax: (816) 880-4670

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

UP & UP Health Services  
 DIHS Claims  
 P.O. Box 10250  
 Gaithersburg, MD, 20898-0250  
 Telephone (888) 383-3922  
 Fax: (888) 383-3957

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H. Emergency medical care. The Service Provider shall furnish 24-hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than 72 hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

I. Off site guards. The Service Provider shall, without any additional charge to INS, provide guards during the initial eight hours detainees are admitted to an outside medical facility. If negotiated with INS, the Service Provider shall provide guards beyond the initial eight-hour period, at the regular hourly rate of those guards. Absent such an arrangement, INS will be responsible for providing the guards at the end of the initial eight-hour period. The Service Provider shall not, however, remove its guards until INS personnel relieve them. The Service Provider shall submit a separate invoice for guard services beyond the initial eight hours with its regular monthly billing.

J. DIHS visits. The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

**Article VII. No Employment of Unauthorized Aliens**

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, persons detained for INS shall not be required to perform manual labor.

**Article VIII. Period of Performance**

This Agreement shall remain in effect indefinitely, or until terminated by either Party upon 60 days written notice, unless an emergency situation requires the immediate relocation of detainees, or the Parties agree to a shorter period under the procedures prescribed in Article X.

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**Article IX. Inspection and Access to Records**

A. Jail Agreement Inspection Report. The Service Provider shall allow INS to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the INS. No notice to the Service Provider is required prior to an inspection. The INS will conduct such inspections in accordance with the Jail Agreement Inspection Report a copy of which is included as Attachment E to this Agreement. The Jail Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The INS will share findings of the inspection with the Service Provider's facility administrator to promote improvements to facility operation, conditions of confinement, and level of service.

B. Possible termination. If the Service Provider fails to remedy deficient service INS identifies through inspection, INS may terminate this Agreement without regard to the provisions of Articles VIII and X.

C. Share findings. The Service Provider shall provide INS copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

D. Access to Detainee Records. The Service Provider shall, upon request, grant INS access to any record in its possession (regardless of whether the Service Provider created the record) concerning any alien whom it has detained pursuant to this Agreement. This right of access shall include, but not be limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the alien's behavior while in Service custody. Furthermore, the Service Provider shall retain all records where this right of access applies. The retention period will be at least two years from the date of the detainee's discharge from the Service Provider's custody.

**Article X. 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. A modification will become part of this Agreement only after the INS Regional Contracting Officer and the authorized signatory of the Service Provider have approved it in writing.

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B. Disputes. The INS Regional Contracting Officer and the authorized signatory of the Service Provider are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the INS Regional Contracting Officer and authorized signatory of the Service Provider.

**Article XI. Adjusting the Detainee Day Rate**

The INS shall reimburse the Service Provider at the detainee day rate shown on the cover page of this document. The Parties may adjust that rate 12 months after the date of signing, and every 12 months thereafter. The Parties shall base the rate and adjustments on the principles set forth in OMB Circular A-87. Such adjustments shall be effective on the first day of the month following execution of the modification.

**Article XII. Enrollment, Invoicing, and Payment**

A. Enrollment in electronic funds transfer. The Service Provider shall provide the INS office with the information needed to make payment by electronic funds transfer (EFT). As of January 1, 1999, INS will make all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated ClearingHouse (ACH) Vendor/Miscellaneous Payment Enrollment Form, (Attachment F). The Service Provider shall submit a completed SF 3881 to the INS 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 INS payment office.

B. Invoicing. The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each INS detainee, his or her A-number, and his or her specific dates of detention; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten working days of the month following the calendar month when it provided the services, to:

U.S. Department of Justice  
Immigration & Naturalization Service  
Detention and Deportation Section  
Attn: [REDACTED] Deportation Assistant  
Phone: (612) 313-[REDACTED]  
Fax: (612) 313-9064

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C. Payment. The INS 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 Act requires INS to make payments under this Agreement the 30<sup>th</sup> calendar day after the Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Act requires INS to pay interest on overdue payments to the Service Provider. The INS will determine any interest due in accordance with the Act.

**Article XIII. Government Furnished Property**

A. Federal Property Furnished to the Service Provider. The INS may furnish federal property and equipment to the Service Provider. Accountable property remains titled to INS and shall be returned to the custody of INS upon termination of the agreement. The suspension of use of bed space made available to INS is agreed to be grounds for the recall and return of any or all government furnished property.

B. Service Provider Responsibility. The Service Provider shall not remove INS property from the facility without the prior written approval of INS. The Service Provider shall report any loss or destruction of such property immediately to INS.

**Article XIV. Hold Harmless and Indemnification Provisions**

A. Service Provider held harmless. The INS shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of INS officers or employees, to the extent that INS would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

B. Federal Government held harmless. The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.

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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, INS shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have INS 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, INS shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

D. INS recovery right. The Service Provider shall do nothing to prejudice INS' 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, at the INS' expense, furnish to INS all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of INS in obtaining recovery.

**Article XV. 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 at least three years for purposes of federal examinations and audit. The 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 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 year period, whichever is later.

B. Access to records. The INS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-recipients. 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. The INS will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. The INS shall 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.

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**Article XVI. Provision of Space to INS and EOIR**

A. Service Provider responsibilities. The Service Provider shall provide suitable support, office and administrative space, for use by INS. As necessary, the Service Provider will provide sufficient safe and secure storage space for all INS detainee baggage. In addition, the Service Provider agrees, if required, to furnish acceptable office and administrative space to the Executive Office of Immigration Review (EOIR). The Service Provider shall bear all costs associated with the use of jail and office space by INS and EOIR (e.g. those for preparing, operating and maintaining such facilities for INS and EOIR, and incurred for temporarily relocating the Service Provider's employees).

The Service Provider shall equip the office and administrative space furnished to INS and EOIR with a telephone system compatible with the federal telephone network. The Service Provider shall furnish the security and janitorial services for this space. The Service Provider shall include all costs associated with providing space or services under this Paragraph in the calculation of the detainee rate day rate. (Note: the Service Provider shall have no obligation under this Paragraph unless the Parties negotiate specific terms for such space or services.)

B. Federal Government responsibilities. The INS will incur the costs of installing computer cabling, telephone lines and any additional telephone trunk lines and telephone switch equipment that may be required. The INS will be responsible for payment of INS long-distance telephone bills for INS staff.

End of document

Attachments:

- ~~A. OMB Circular A-87~~ [REDACTED]
- B. INS Cost Statement Form
- ~~C. INS Detention Standards (Note: As additional INS Detention Standards are issued, INS will modify the Agreement to include them.)~~ [REDACTED]
- D. DIHS Pre-authorization Form
- E. Jail Agreement Inspection Report
- F. SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form