

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. E00001		3. EFFECTIVE DATE 08/23/2007		4. REQUISITION/PURCHASE REQ. NO.	
8. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Washington DC 20523		CODE ICE/DM/DC-DC		5. PROJECT NO. (if applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) LINCOLN COUNTY OF 65 BUSINESS PARK DR TROY MO 633792819		7. ADMINISTERED BY (if other than item 8) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Attn: <<Enter Contract Specialist>> Washington DC 20536		CODE ICE/DM/DC-DC	
CODE 8784641060000		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO. (X)	
				9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-99-6063 ACD-99-6063	
				10B. DATED (SEE ITEM 11) 08/23/2007	

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

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

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

Tax ID Number: 43-6002035
DUNS Number: 878464106

The purpose of this modification is to add Article XVIII (Guard/Transportation Services) to this agreement; all other terms and conditions remain unchanged.

Article XVIII. Guard/Transportation Services

A. Transport Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide all such air/ground
Continued ...

the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. DATE SIGNED

8-23-2007

DATE SIGNED

8/23/07

(REV. 10-03)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	ACD-99-6063/ACD-99-6063/P00001	2	4
NAME OF OFFEROR OR CONTRACTOR LINCOLN COUNTY OF			

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE Contracting Officer's Technical Representative (COTR) 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 will perform services. These officers must be appropriately licensed and certified for those duties pursuant to the transportation regulations of the State of Missouri and the U.S. Department of Transportation. Transportation to and from off-site medical; or emergency medical service and transport to and from the Service Provider's detention facility and the ICE office in St. Louis, MO is included in the daily per diem rate.</p> <p>All other transportation services will be reimbursed at the rate of [redacted] per hour for [redacted] office; and [redacted] per hour for [redacted] officers, and the related transportation mileage shall be reimbursed at the miloage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rates.</p> <p>B.Stationary/Escort Guard Services: The Service Provider shall, without any additional charge to ICE, provide stationary guard services during the initial eight (8) hours detainees are admitted to an outside medical facility. Thereafter, escort guard services for federal detainees housed at their facility admitted to a medical facility; and for detainees attending off-site court proceedings, services will be reimbursed in accordance with the rates listed in Section A of this Article. The Service Provider will not remove its guards at the end of the initial eight (8) hour period until ICE personnel relieve them.</p> <p>An officer or officers, shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or released to the appropriate ICE officials. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control at the order of the COTR.</p> <p>C.Indemnities: Furthermore, the Service Continued ...</p>				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 federal detainees on behalf of ICE.</p> <p>D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. 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.</p> <p>E. Training and Compliance: The Service Provider shall comply with ICE transportation standards related to the number of hours the 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.</p> <p>F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.</p> <p>G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.</p> <p>H. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.</p> <p>INVOICE INSTRUCTIONS:</p> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED ACD-99-6063/ACD-99-6063/P00001	PAGE OF 4 4
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NAME OF OFFEROR OR CONTRACTOR
LINCOLN COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Send one original invoice to the Program Office to Office of Detention & Removal Operations, 9747 NW Conant Ave, Kansas City, MO 64153. The Program Office Official must determine if goods/services have been received and accepted.</p> <p>Vendor should not mail invoices directly to the Dallas Finance Center (DFC), Dallas Finance Center will not process an invoices without proper certification.</p> <p>Also copy of the invoice will be sent to:</p> <p>U.S. Department of Homeland Security Immigration and Customs Enforcement Attn: [REDACTED] Office of Acquisition Management 425 I Street NW, [REDACTED] Washington DC 20536</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00002

11/14/2008

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (if other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, [REDACTED]
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, [REDACTED]
Washington DC 20536

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

LINCOLN COUNTY OF
65 BUSINESS PARK DR
TROY MO 633792819

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

ACD-99-6063

ACD-99-6063

10B. DATED (SEE ITEM 11)

08/23/2007

CODE 8784641060000

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 878464106

The purpose of this modification is to revise the Invoicing Language under Article XII--Enrollment, Invoicing, and Payment, paragraph B--Invoicing.

Effective 17 November 2008, Invoices shall be submitted via one of the following three methods:

a. By mail:

DHS, ICE

Burlington Finance Center

Continued ...

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

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

14 Nov 08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-FDT or FCH</p> <p>b. By facsimile (fax): (Include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned.</p> <p>The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE on or after Nov 17, 2008 to ensure prompt payment provisions are met. Please remember that failure to remain up to date in CCR will cause no payment to be processed as well as no funding rewarded. It is the responsibility of the contractor to maintain registration in CCR.</p> <p>2. The information required with each invoice submission is as follows:</p> <p>Each invoice submitted shall contain the following information:</p> <p>a. name and address of the facility; b. invoice date and number; c. agreement number, line item number and, if applicable, the Task order number; d. terms of any discount for prompt payment offered; e. name, title, and phone number of person to notify in event of defective invoice; f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.) g. daily rate; h. total number of residential/detainee days; i. name of each ICE resident/detainee; j. resident's/detainee's A-number; Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-99-6063/ACD-99-6063/P00002

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NAME OF OFFEROR OR CONTRACTOR
 LINCOLN COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>k. specific dates of detention for each resident/detainee;</p> <p>l. total residential/detainee days multiplied by the daily rate;</p> <p>m. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.</p> <p>Items (a.) through (h.) must be on the cover page of each invoice. Invoices without the above information may be returned for resubmission.</p> <p>All other terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00003

07/27/2010

192110FCHSTLH6063.4

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (if other than item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts--DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, [REDACTED]
Washington DC 20536

ICE/Detent Mngt/Detent Contracts--DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, [REDACTED]
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, State and ZIP Code)

LINCOLN COUNTY OF
65 BUSINESS PARK DR
TROY MO 633792819

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT ORDER NO.

ACD-99-6063

ACD-99-6063

10B. DATED (SEE ITEM 13)

08/23/2007

CODE

8784641060000

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 must acknowledge receipt of this amendment prior to the hour and date specified in this solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.

D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 878464106

FIELD POC: [REDACTED] 816-880-[REDACTED]

OAQ POC: [REDACTED] Contracting Officer, 202-732-[REDACTED]

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

The purpose of this modification is to revise the Transportation Language under Article III--Covered Services and Article XVIII-- Transport/Escort/Stationary Guard and/or Transportation Services.

Article III. Covered Services

E. Escort and Transportation Services: The Service Provider will provide, upon request and Continued ...

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

MIKE KRIGBAUM SHERIFF

15B. CONTRACTOR/OFFICER

15C. DATE SIGNED

16C. DATE SIGNED

[Signature]

07/28/2010

7/29/2010

NSN 7540-01-162-8078
Previous edition unusable

STANDARD FORM 30 (REV. 10-84)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services may be required for escorting detainees to court hearings, escorting witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVII.</p> <p>Article XVIII. Escort/Stationary Guard and/or Transportation Services</p> <p>A. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody an ICE detainee is held, to provide all such air/ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR 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 will perform transport services. These officers must be appropriately licensed and certified for those duties pursuant to the States of Missouri and Illinois, and the U.S. Department of Transportation regulations. Transportation to and from off-site health care facilities, and transportation to and from the Service Provider's detention facility and the ICE office in St. Louis, MO is included in the daily per diem rate. All other transportation services, including stationary guard services on detainees who are admitted and classified as an inpatient at a health care facility, will be reimbursed at the rate of [REDACTED] per hour for each officer and the related transportation mileage shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rates.</p> <p>B. Medical/Legal Transportation: The Provider shall provide transportation and/or escort/stationary guard services for ICE</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-99-6063/ACD-99-6063/P00003

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NAME OF OFFEROR OR CONTRACTOR
 LINCOLN COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and for detainees attending off-site court proceedings. The Service Provider 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 COTR. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>C. 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.</p> <p>D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. 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. The Provider shall utilize transportation vehicles equipped with appropriate safety equipment as required by and in compliance with the States of Missouri and Illinois standards for prisoner transport. All vehicles utilized by the Provider will be inspected by the ICE COTR or a designated ICE official prior to initial utilization.</p> <p>E. Training and Compliance: The Service Provider shall comply with ICE transportation [REDACTED] related to the number of hours the 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</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-99-6063/ACD-99-6063/P00003

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR
 LINCOLN COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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.</p> <p>F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee, if possible. Officers shall search a detainee of the opposite sex only in extreme circumstances and when a same-sex officer is absent. When transporting detainees of the opposite gender, officers shall call in their time of departure and odometer reading and then do so again upon arrival, to account for their time. Questions concerning guard assignments shall be directed to the COTR for final determination.</p> <p>G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.</p> <p>H. Billing Procedures: The itemized monthly invoice for all billable transportation and stationary guard services shall state the number of hours being billed, the duration of the billing (mileage, times and dates) and the name and A-number of the detainee(s) that was transported/guarded.</p> <p>Period of Performance: 07/27/2010 to 08/27/2012 All other terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, [REDACTED] Washington DC 205	ICE/Detent Mngt/Detent Contracts-DC 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) LINCOLN COUNTY SHERIFFS 65 BUSINESS PARK DR TROY MO 633792819	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
CODE 8784641060000 FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-99-6063 ACD-99-6063 10B. DATED (SEE ITEM 13) 08/23/2007

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

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Agreement of Both Parties

E. IMPORTANT Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 878464106
 Program Office: [REDACTED], 816-880-[REDACTED]
 Program Office COIR: [REDACTED]: 312-347-[REDACTED]
 Contract Specialist: [REDACTED], 202-732-[REDACTED]
 Contracting Officer: [REDACTED], 202-732-[REDACTED]

The purpose of this modification is to:

1) Update the vendor information in Block 8 of the SF30 to reflect the County's "Doing Business As" name listed in SAM.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
_____ (Signature of person authorized to sign)	_____ (Signature of Contracting Officer)
	11/19/2013

NAME OF OFFEROR OR CONTRACTOR
LINCOLN COUNTY SHERIFFS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Consolidate the pricing in the table below--these prices replace Block 7 of the IGSA agreement</p> <p>3) Revise the invoicing instructions located at Article XII--Enrollment, Invoicing and Payment, paragraph B--Invoicing</p> <p>As a result, the IGSA is modified as follows:</p> <p>1. The vendor's information is updated as follows:</p> <p>From: Lincoln County of 65 Business Park Dr Troy MO 633792819</p> <p>To: Lincoln County Sheriffs 65 Business Park Dr Troy, MO 63379-2819</p> <p>2. IGSA Prices: Article I: Bed Rate: [REDACTED] Modification P00001: Transport Rate: [REDACTED] Mileage: Pursuant to current GSA federal travel allowance rates</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y</p> <p>3. Replace the invoicing instructions at Article XII--Enrollment, Invoicing, and Payment, paragraph B--Invoicing as follows:</p> <p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>Invoice.Consolidation@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below: Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
LINCOLN COUNTY SHERIFFS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ICE-ERO/FOD-FCH Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</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&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) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
LINCOLN COUNTY SHERIFFS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, 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 submitted in .pdf format.</p> <p>(iii). Detention Services: (1) Bed day rate; (2) Resident's/detainee's check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Resident's/detainee's identification information</p> <p>(iv). Transportation Services: (1) The mileage rate being applied for that invoice. (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
LINCOLN COUNTY SHERIFFS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</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 individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <ul style="list-style-type: none"> ¿ Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. ¿ 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. ¿ Use shredders when discarding paper documents containing Sensitive PII. ¿ Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <div style="background-color: black; width: 100%; height: 20px; margin: 5px 0;"></div> <p>For more information on and/or examples of Sensitive PII. Continued ...</p>				

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-99-6063/ACD-99-6063/P00004PAGE OF
6 6NAME OF OFFEROR OR CONTRACTOR
LINCOLN COUNTY SHERIFFS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov				

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LINCOLN COUNTY SHERIFFS 65 BUSINESS PARK DR TROY MO 633792819	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-99-6063 ACD-99-6063
		10B. DATED (SEE ITEM 13) 08/23/2007

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: 878464106
COR: [REDACTED], 312-347-[REDACTED]
[REDACTED]
Program Office: [REDACTED], 312-347-[REDACTED]
[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
[REDACTED]
Contract Specialist: [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
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NAME OF OFFEROR OR CONTRACTOR
LINCOLN COUNTY SHERIFFS

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>[REDACTED]</p> <p>The purpose of this modification to IGSA ACD-99-6063 is to:</p> <p>Incorporate the attached Department of Labor Wage Determination Number 2015-4689 Revision Number 6 dated 1/10/2018.</p> <p>---</p> <p>Exempt Action: Y Sensitive Award: SPII</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00006 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 3

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 LINCOLN COUNTY SHERIFFS
 65 BUSINESS PARK DR
 TROY MO 633792819

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 ACD-99-6063
 ACD-99-6063
 10B. DATED (SEE ITEM 13)
 08/23/2007

CODE 8784641060000 FACILITY CODE

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X Bilateral Modification IAW ACD-99-6063

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: 878464106

COR: [REDACTED] 312-347-[REDACTED]
 Program Office: [REDACTED] 312-347-[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)
 [REDACTED] Presiding Commissioner
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED
 [REDACTED]

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist: [REDACTED] 202-732-[REDACTED]</p> <p>The purpose of this no-cost modification is as follows:</p> <p>1)Change the standards from NDS 2000 to NDS 2019. [REDACTED]</p> <p>2)Incorporate the Robotics Process Automation (RPA) and,</p> <p>3)Incorporate the Bed Space Tracking Initiative (BSTI)</p> <p>Robotics Process Automation (RPA) Contract Requirement:</p> <p>The Detention Facility Robotics Process Automation (RPA) process requires that bed space and transportation invoice costs and supporting documentation be recorded utilizing the Detention-Transportation Invoice Template (attached) and that all Templates must be submitted to both the ERO Field Office Contract Officer Representative (COR) and the ERO RPA Team Mailbox along with the monthly invoices. This invoice template should be completed in its entirety in the established format (template included in this modification) to include, but not limited to, the following: (1) Vendor Reference information including Bed Space Rate Breakdown, Invoice Date Range, Transportation Cost Breakdown; (2) Bed Space data including Detainee Names and corresponding Alien Numbers (A#); (3) Detainees Transported data including: Detainee Names, corresponding Alien Numbers, Category and Mission #, Mission Data including Mandatory Fields and Additional Mission Expenses corresponding to GSA and contract rates, as applicable and allowed. Invoice updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.</p> <p>Bed Space Tracking Initiative (BSTI) Contract Requirement:</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-99-6063/ACD-99-6063/P00006

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NAME OF OFFEROR OR CONTRACTOR
 LINCOLN COUNTY SHERIFFS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Custody Management - ServiceNow platform portal (Custody SNOW) is a consolidated portal that will enable ICE to meet detention facility reporting requirements. Effective March 01, 2020, detention facilities are required to complete the attached template and submit it twice daily via e-mail to BSTI@ice.dhs.gov at 9:00am EST and 4:00pm EST. In the future, the data platform may include, but not limited to, the Bed Space Tracking Initiative (BSTI), Segregation Management Reporting System (SMRS), Prison Rape Elimination Act (PREA) and Sexual Abuse and Assault Prevention and Intervention (SAAPI) compliance, national detention standards compliance, as well as other detention-related compliance and initiative reports being developed by ICE. Applicable submission forms and reporting templates will be made available to the detention facilities via email, the Custody SNOW portal or other electronically transmitted medium of the governments choice. Data input may be required on an as-required basis, such as, per incident or an established reporting time of day requirement, based on the specific subject, and as required under applicable Federal law, ICE policies, and/or program procedures. The Government reserves the right to update the Custody SNOW portal and associated forms, user access, and submission process for uploading the required data to correct issues, expand capabilities, and improve performance of the system.</p> <p>Attachments:</p> <ul style="list-style-type: none"> •RPA Detention-Transportation Invoice Template •ICE BSTI Email Submission Form <p>---</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LINCOLN COUNTY SHERIFFS 65 BUSINESS PARK DR TROY MO 633792819	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-99-6063 ACD-99-6063
	10B. DATED (SEE ITEM 13) 08/23/2007

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.

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See Schedule

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW ACD-99-6063

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: 878464106

COR: [REDACTED], 312-347-[REDACTED]
[REDACTED]
Alternative POC: [REDACTED], 312-347-[REDACTED]
[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]
[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)	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist: [REDACTED], 202-732-[REDACTED]</p> <p>The purpose of this no-cost modification is to incorporate Wage Determination No. 2015-5075, Revision 16, dated 12/21/2020.</p> <p>Attachments:</p> <p>Wage Determination --- ---</p> <p>All other terms and conditions remain unchanged.</p>				

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5075
Revision No.: 16
Date Of Last Revision: 12/21/2020

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.

States: Illinois Missouri

Area: Illinois Counties of Bond Calhoun Clinton Jersey Madison Monroe St Clair

Missouri Counties of Franklin Jefferson Lincoln St Charles St Louis St Louis City Warren

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.26
01012 - Accounting Clerk II		17.12
01013 - Accounting Clerk III		19.16
01020 - Administrative Assistant		28.49
01035 - Court Reporter		30.70
01041 - Customer Service Representative I		14.14
01042 - Customer Service Representative II		15.90
01043 - Customer Service Representative III		17.35
01051 - Data Entry Operator I		14.59
01052 - Data Entry Operator II		15.92
01060 - Dispatcher Motor Vehicle		19.97

01070 - Document Preparation Clerk	16.65
01090 - Duplicating Machine Operator	16.65
01111 - General Clerk I	13.22
01112 - General Clerk II	15.00
01113 - General Clerk III	17.07
01120 - Housing Referral Assistant	20.96
01141 - Messenger Courier	13.96
01191 - Order Clerk I	16.37
01192 - Order Clerk II	17.86
01261 - Personnel Assistant (Employment) I	16.88
01262 - Personnel Assistant (Employment) II	19.05
01263 - Personnel Assistant (Employment) III	21.05
01270 - Production Control Clerk	25.31
01290 - Rental Clerk	16.06
01300 - Scheduler Maintenance	16.14
01311 - Secretary I	16.14
01312 - Secretary II	18.07
01313 - Secretary III	20.96
01320 - Service Order Dispatcher	18.12
01410 - Supply Technician	28.49
01420 - Survey Worker	19.05
01460 - Switchboard Operator/Receptionist	15.10
01531 - Travel Clerk I	14.78
01532 - Travel Clerk II	15.92
01533 - Travel Clerk III	16.98
01611 - Word Processor I	14.73
01612 - Word Processor II	16.53
01613 - Word Processor III	19.05
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.82
05010 - Automotive Electrician	21.76
05040 - Automotive Glass Installer	20.72
05070 - Automotive Worker	20.72
05110 - Mobile Equipment Servicer	18.01
05130 - Motor Equipment Metal Mechanic	22.72
05160 - Motor Equipment Metal Worker	20.72
05190 - Motor Vehicle Mechanic	22.72
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	19.31
05280 - Motor Vehicle Wrecker	20.72
05310 - Painter Automotive	21.76
05340 - Radiator Repair Specialist	20.72
05370 - Tire Repairer	15.80
05400 - Transmission Repair Specialist	22.72
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.31
07041 - Cook I	12.28
07042 - Cook II	14.24
07070 - Dishwasher	10.68
07130 - Food Service Worker	10.56

07210 - Meat Cutter	16.70
07260 - Waiter/Waitress	9.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.56
09040 - Furniture Handler	14.00
09080 - Furniture Refinisher	20.56
09090 - Furniture Refinisher Helper	16.55
09110 - Furniture Repairer Minor	18.84
09130 - Upholsterer	22.61
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.74
11060 - Elevator Operator	12.89
11090 - Gardener	20.01
11122 - Housekeeping Aide	12.89
11150 - Janitor	12.89
11210 - Laborer Grounds Maintenance	14.70
11240 - Maid or Houseman	11.10
11260 - Pruner	12.92
11270 - Tractor Operator	18.24
11330 - Trail Maintenance Worker	14.70
11360 - Window Cleaner	14.67
12000 - Health Occupations	
12010 - Ambulance Driver	20.10
12011 - Breath Alcohol Technician	20.10
12012 - Certified Occupational Therapist Assistant	27.33
12015 - Certified Physical Therapist Assistant	25.51
12020 - Dental Assistant	19.43
12025 - Dental Hygienist	32.78
12030 - EKG Technician	25.17
12035 - Electroneurodiagnostic Technologist	25.17
12040 - Emergency Medical Technician	20.10
12071 - Licensed Practical Nurse I	17.96
12072 - Licensed Practical Nurse II	20.10
12073 - Licensed Practical Nurse III	22.40
12100 - Medical Assistant	16.45
12130 - Medical Laboratory Technician	23.01
12160 - Medical Record Clerk	18.20
12190 - Medical Record Technician	20.36
12195 - Medical Transcriptionist	19.67
12210 - Nuclear Medicine Technologist	36.47
12221 - Nursing Assistant I	11.38
12222 - Nursing Assistant II	12.80
12223 - Nursing Assistant III	13.96
12224 - Nursing Assistant IV	15.68
12235 - Optical Dispenser	16.07
12236 - Optical Technician	15.99
12250 - Pharmacy Technician	16.29
12280 - Phlebotomist	16.20
12305 - Radiologic Technologist	25.81
12311 - Registered Nurse I	26.36

12312 - Registered Nurse II	30.84
12313 - Registered Nurse II Specialist	30.84
12314 - Registered Nurse III	37.31
12315 - Registered Nurse III Anesthetist	37.31
12316 - Registered Nurse IV	44.73
12317 - Scheduler (Drug and Alcohol Testing)	24.90
12320 - Substance Abuse Treatment Counselor	20.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.14
13012 - Exhibits Specialist II	24.96
13013 - Exhibits Specialist III	30.54
13041 - Illustrator I	20.80
13042 - Illustrator II	25.56
13043 - Illustrator III	30.15
13047 - Librarian	29.58
13050 - Library Aide/Clerk	12.34
13054 - Library Information Technology Systems Administrator	26.71
13058 - Library Technician	18.87
13061 - Media Specialist I	19.27
13062 - Media Specialist II	21.56
13063 - Media Specialist III	24.04
13071 - Photographer I	16.71
13072 - Photographer II	18.69
13073 - Photographer III	23.16
13074 - Photographer IV	27.91
13075 - Photographer V	33.77
13090 - Technical Order Library Clerk	15.84
13110 - Video Teleconference Technician	21.51
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.04
14042 - Computer Operator II	19.06
14043 - Computer Operator III	21.26
14044 - Computer Operator IV	23.61
14045 - Computer Operator V	26.16
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.26
14160 - Personal Computer Support Technician	26.16
14170 - System Support Specialist	31.59
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.92
15020 - Aircrew Training Devices Instructor (Rated)	42.25
15030 - Air Crew Training Devices Instructor (Pilot)	50.64
15050 - Computer Based Training Specialist / Instructor	34.92

15060 - Educational Technologist	33.72
15070 - Flight Instructor (Pilot)	50.64
15080 - Graphic Artist	26.06
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.64
15086 - Maintenance Test Pilot Rotary Wing	43.64
15088 - Non-Maintenance Test/Co-Pilot	43.64
15090 - Technical Instructor	24.33
15095 - Technical Instructor/Course Developer	29.76
15110 - Test Proctor	19.63
15120 - Tutor	19.63
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.11
16030 - Counter Attendant	11.11
16040 - Dry Cleaner	12.78
16070 - Finisher Flatwork Machine	11.11
16090 - Presser Hand	11.11
16110 - Presser Machine Drycleaning	11.11
16130 - Presser Machine Shirts	11.11
16160 - Presser Machine Wearing Apparel Laundry	11.11
16190 - Sewing Machine Operator	13.31
16220 - Tailor	13.93
16250 - Washer Machine	11.71
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.27
19040 - Tool And Die Maker	30.63
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.14
21030 - Material Coordinator	25.31
21040 - Material Expediter	25.31
21050 - Material Handling Laborer	19.18
21071 - Order Filler	14.20
21080 - Production Line Worker (Food Processing)	19.14
21110 - Shipping Packer	17.02
21130 - Shipping/Receiving Clerk	17.02
21140 - Store Worker I	13.11
21150 - Stock Clerk	19.39
21210 - Tools And Parts Attendant	19.14
21410 - Warehouse Specialist	19.14
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.09
23019 - Aircraft Logs and Records Technician	27.91
23021 - Aircraft Mechanic I	32.85
23022 - Aircraft Mechanic II	34.09
23023 - Aircraft Mechanic III	35.40
23040 - Aircraft Mechanic Helper	23.57
23050 - Aircraft Painter	31.47
23060 - Aircraft Servicer	27.91
23070 - Aircraft Survival Flight Equipment Technician	31.47
23080 - Aircraft Worker	29.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	29.96

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	32.85
II		
23110	- Appliance Mechanic	24.85
23120	- Bicycle Repairer	23.13
23125	- Cable Splicer	38.29
23130	- Carpenter Maintenance	31.16
23140	- Carpet Layer	31.92
23160	- Electrician Maintenance	34.90
23181	- Electronics Technician Maintenance I	30.60
23182	- Electronics Technician Maintenance II	32.13
23183	- Electronics Technician Maintenance III	33.54
23260	- Fabric Worker	24.35
23290	- Fire Alarm System Mechanic	30.80
23310	- Fire Extinguisher Repairer	24.00
23311	- Fuel Distribution System Mechanic	30.03
23312	- Fuel Distribution System Operator	23.84
23370	- General Maintenance Worker	20.67
23380	- Ground Support Equipment Mechanic	32.85
23381	- Ground Support Equipment Servicer	27.91
23382	- Ground Support Equipment Worker	29.96
23391	- Gunsmith I	24.00
23392	- Gunsmith II	27.83
23393	- Gunsmith III	30.49
23410	- Heating Ventilation And Air-Conditioning Mechanic	26.15
23411	- Heating Ventilation And Air Contidioning Mechanic (Research Facility)	27.15
23430	- Heavy Equipment Mechanic	27.84
23440	- Heavy Equipment Operator	32.07
23460	- Instrument Mechanic	30.04
23465	- Laboratory/Shelter Mechanic	29.22
23470	- Laborer	17.17
23510	- Locksmith	22.23
23530	- Machinery Maintenance Mechanic	28.06
23550	- Machinist Maintenance	24.17
23580	- Maintenance Trades Helper	18.37
23591	- Metrology Technician I	30.04
23592	- Metrology Technician II	31.19
23593	- Metrology Technician III	32.37
23640	- Millwright	32.62
23710	- Office Appliance Repairer	22.23
23760	- Painter Maintenance	30.13
23790	- Pipefitter Maintenance	39.52
23810	- Plumber Maintenance	37.86
23820	- Pneudraulic Systems Mechanic	30.49
23850	- Rigger	29.87
23870	- Scale Mechanic	27.83
23890	- Sheet-Metal Worker Maintenance	36.06
23910	- Small Engine Mechanic	21.36

23931 - Telecommunications Mechanic I	28.12
23932 - Telecommunications Mechanic II	29.18
23950 - Telephone Lineman	31.35
23960 - Welder Combination Maintenance	23.21
23965 - Well Driller	25.62
23970 - Woodcraft Worker	30.49
23980 - Woodworker	24.00
24000 - Personal Needs Occupations	
24550 - Case Manager	15.17
24570 - Child Care Attendant	11.43
24580 - Child Care Center Clerk	14.26
24610 - Chore Aide	11.02
24620 - Family Readiness And Support Services Coordinator	15.17
24630 - Homemaker	15.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.86
25040 - Sewage Plant Operator	26.74
25070 - Stationary Engineer	33.86
25190 - Ventilation Equipment Tender	24.29
25210 - Water Treatment Plant Operator	26.74
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.65
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	18.94
27010 - Court Security Officer	23.52
27030 - Detection Dog Handler	18.05
27040 - Detention Officer	18.94
27070 - Firefighter	28.37
27101 - Guard I	13.98
27102 - Guard II	18.05
27131 - Police Officer I	26.87
27132 - Police Officer II	29.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.57
28042 - Carnival Equipment Repairer	14.89
28043 - Carnival Worker	9.61
28210 - Gate Attendant/Gate Tender	13.47
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	15.07
28510 - Recreation Aide/Health Facility Attendant	11.00
28515 - Recreation Specialist	18.45
28630 - Sports Official	12.00
28690 - Swimming Pool Operator	17.26
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.15
29020 - Hatch Tender	27.15
29030 - Line Handler	27.15
29041 - Stevedore I	25.29
29042 - Stevedore II	28.51

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.47
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.91
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.73
30021 - Archeological Technician I	19.36
30022 - Archeological Technician II	21.56
30023 - Archeological Technician III	25.04
30030 - Cartographic Technician	27.52
30040 - Civil Engineering Technician	23.94
30051 - Cryogenic Technician I	27.68
30052 - Cryogenic Technician II	30.57
30061 - Drafter/CAD Operator I	19.36
30062 - Drafter/CAD Operator II	21.56
30063 - Drafter/CAD Operator III	24.15
30064 - Drafter/CAD Operator IV	29.71
30081 - Engineering Technician I	17.67
30082 - Engineering Technician II	19.83
30083 - Engineering Technician III	22.18
30084 - Engineering Technician IV	27.48
30085 - Engineering Technician V	33.62
30086 - Engineering Technician VI	40.68
30090 - Environmental Technician	24.27
30095 - Evidence Control Specialist	24.99
30210 - Laboratory Technician	25.41
30221 - Latent Fingerprint Technician I	24.92
30222 - Latent Fingerprint Technician II	27.52
30240 - Mathematical Technician	26.82
30361 - Paralegal/Legal Assistant I	20.04
30362 - Paralegal/Legal Assistant II	24.86
30363 - Paralegal/Legal Assistant III	30.37
30364 - Paralegal/Legal Assistant IV	36.75
30375 - Petroleum Supply Specialist	30.57
30390 - Photo-Optics Technician	26.82
30395 - Radiation Control Technician	30.57
30461 - Technical Writer I	23.51
30462 - Technical Writer II	28.76
30463 - Technical Writer III	34.79
30491 - Unexploded Ordnance (UXO) Technician I	25.72
30492 - Unexploded Ordnance (UXO) Technician II	31.12
30493 - Unexploded Ordnance (UXO) Technician III	37.30
30494 - Unexploded (UXO) Safety Escort	25.72
30495 - Unexploded (UXO) Sweep Personnel	25.72
30501 - Weather Forecaster I	27.68
30502 - Weather Forecaster II	33.66
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.15
30621 - Weather Observer Senior	(see 2) 26.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.12
31020 - Bus Aide	14.93

31030 - Bus Driver	21.94
31043 - Driver Courier	16.97
31260 - Parking and Lot Attendant	9.85
31290 - Shuttle Bus Driver	18.63
31310 - Taxi Driver	12.95
31361 - Truckdriver Light	18.63
31362 - Truckdriver Medium	19.77
31363 - Truckdriver Heavy	24.05
31364 - Truckdriver Tractor-Trailer	24.05
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.17
99030 - Cashier	10.88
99050 - Desk Clerk	10.93
99095 - Embalmer	29.90
99130 - Flight Follower	25.72
99251 - Laboratory Animal Caretaker I	14.15
99252 - Laboratory Animal Caretaker II	15.51
99260 - Marketing Analyst	31.18
99310 - Mortician	30.54
99410 - Pest Controller	17.61
99510 - Photofinishing Worker	15.72
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	24.06
99730 - Refuse Collector	17.04
99810 - Sales Clerk	12.95
99820 - School Crossing Guard	14.32
99830 - Survey Party Chief	26.81
99831 - Surveying Aide	17.79
99832 - Surveying Technician	24.38
99840 - Vending Machine Attendant	14.15
99841 - Vending Machine Repairer	18.00
99842 - Vending Machine Repairer Helper	14.15

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

RECEIVED

Intergovernmental Service Agreement for Housing Federal Detainees

SEP 10 AM 12:47

1. Agreement Number IGSA-A/ACD-99-6063	2. Effective as of date in block 11	3. Requisition Number (if applicable)
4. Issuing INS Office Address: USINS 1222 Spruce St. Rm 1-100 St. Louis, Missouri 63013 Contact Person: [REDACTED] Phone: 314 539 [REDACTED]	5. City/County/State Government: Lincoln County Sheriff's Department #65 Business Park Dr. Troy, Missouri 63379 Contact Person: [REDACTED] Phone: 314 528 [REDACTED]	
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: [REDACTED] 8. Estimated detainee days per year [REDACTED]	
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 has been duly authorized by the governing body of the city/county or state government identified in block 5 above. The city/county or state government identified shall comply with all provisions set forth herein.		
[REDACTED SIGNATURE]	9/9/99 (Date)	Sim Johnson, Sheriff (Name & Title typed or printed)
[REDACTED SIGNATURE]	9/9/99 (Date)	[REDACTED SIGNATURE] Jail Administrator (Name & Title typed or printed)
_____ (Signature)	_____ (Date)	_____ (Name & Title typed or printed)
_____ (Signature)	_____ (Date)	_____ (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 THE IMMIGRATION & NATURALIZATION SERVICE.		
[REDACTED SIGNATURE]	11/3/99 (Date)	[REDACTED SIGNATURE] (Name typed or printed)

Department of Justice

Immigration and Naturalization Service

Intergovernmental Service Agreement for Housing Federal Detainees Between the Immigration and Naturalization Service and Lincoln County Sheriff's Department

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 Lincoln County Sheriff's Department 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.

Department of Justice

Immigration and Naturalization Service

Intergovernmental Service Agreement for Housing Federal Detainees Between the Immigration and Naturalization Service and Lincoln County Sheriff's Department

Article III. Covered Services

A. Bed space. The Service Provider shall provide beds in the Lincoln County Sheriff's Department, at the following address: #65 Business Park Drive Troy, Missouri 63379 on a space available basis. The Service Provider may spread the detainees throughout the jail population. 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 17, 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 that 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. The per diem rate under this agreement is [REDACTED] per man day.

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 written 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). Reasonable notice is defined as a minimum of two (2) hour notification. 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, however where the detainee is departing from the facility, the Service Provider shall provide a sack lunch, which may be in lieu of one hot meal.
- 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.
- I. permit INS detainees reasonable access to presentations by legal rights groups and groups recognized by INS consistent with good security and order.
- 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.)
- K. afford INS detainees reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.

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L. provide INS detainees with access to recreational programs and activities as described in the INS Recreation Standards (Attachment C) to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

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 individuals providing 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 health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by 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 onsite medical and health care coverage as defined below is available for all INS detainees at the facility for at least eight (8) hours per day, seven (7) 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 health care. The Service Provider shall furnish onsite 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 onsite medical care and services than those it provides to local inmates. Onsite 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.

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

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. DIHS Pre-approval for non-emergent off site care. The DIHS acts as the agent and 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 requests for pre-approval and all medical providers approved to furnish off-site health care of detainees shall submit their bills to:

United Payors & United Providers Health Services, Inc.
DIHS
P.O. 10250
Gaithersburg, MD 20898-0250
Phone: 1 (888) 383 3922
Fax: 1 (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 (888) 718-8947 as soon as possible, and in no case more than seventy-two 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 8 hours detainees are admitted to an outside medical facility. If negotiated with INS, the Service Provider shall provide guards beyond the initial 8-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 8-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 8 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

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, eating 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.

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.

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.

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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. If the Service Provider initiates the rate adjustment, they must notify the local office of the Service in writing at least 60 days prior to the desired effective date of the adjustment. Any rate increase must be justified in writing to the local Service office prior to being approved. Adjustments will be evaluated on the justification provided in accordance with OMB Circular A-87 and the reasonableness of the proposed adjustment.

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). The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (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:

The U.S. Immigration & Naturalization Service
1222 Spruce St. Rm 1-100
St. Louis, Missouri 63013

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ATTN: [REDACTED]
Phone: 314 539 [REDACTED]
Fax: 314 539 2539

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 30th 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.

D. Contact Persons. The Service Provider is advised to contact the following representative at the local Service offices for any matters related to this agreement;

Name: [REDACTED]
Title: Deportation Officer
Phone: 314 539 [REDACTED]

The Service may contact the following representative of the Provider for assistance in matters related to this agreement.:

Name: [REDACTED]
Phone: 314 528 [REDACTED]
Fax: 314 528 6502

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.

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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.

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.

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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 which may be required. The INS will be responsible for payment of INS long-distance telephone bills for INS staff.

ARTICLE XVII. Special Conditions

A. Non-assignment. Neither this Agreement, nor any interest may be assigned or transferred to any other party without the written approval by the Service.

B. Use of the Facility by the Service Provider. By signing this Agreement, the signatory certifies that Mississippi County is using the named detention facility above for its detention requirements. Signatory agrees to notify the Service within thirty (30) days of its cessation of use of the facility.

C. Facility Government Operated. By signing this agreement, the signatory certifies that Mississippi County is a legitimate governmental entity pursuant to State or Federal law and controls the operation of the Lincoln County Sheriff's Department.

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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 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-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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**THIS AGREEMENT IS SUBJECT TO THE AVAILABILITY OF
CONGRESSIONALLY APPROPRIATED FUNDS TO THE SERVICE.**

INS CONCURRENCES

Central Region
Detention & Deportation



ACD Finance
(notification)

Attachments:

- A. OMB Circular A-87
- B. INS Cost Statement Form
- C. INS Recreation Standards
- D. DIHS Pre-authorization Form
- E. Jail Agreement Inspection Report
- F. SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form