

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00001 09/01/2014
 6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (if other than item 6) CODE ICE/DCR

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

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)
 OTERO COUNTY OF
 10 MCGREGOR RANGE ROAD
 CHAPARRAL NM 880818018

(x) 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 ERCIGSA-14-0001
 10B. DATED (SEE ITEM 13)
 03/01/2014

CODE 167223135000 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 Modification to add Transportation Services CLINS

E. IMPORTANT: Contractor is not. X 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: 167223135
 This modification to the IGSA adds CLINS 0003 and 0004 to this agreement for transportation services at the Otero County Processing Center, Chaparral, New Mexico and Invoicing Instructions.
 Exempt Action: Y
 Discount Terms:
 Net 30
 FOB: Destination
 Period of Performance: 03/01/2014 to 02/28/2019

Add Item 0003 as follows:
 Continued ...

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

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

[REDACTED SIGNATURE]

16C. DATE SIGNED
 08/29/2014

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00001

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Transportation Labor Hours. Effective 9/1/2014. To provide transportation for people being detained. There is no guaranteed minimum. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0004 as follows:</p>		HR	[REDACTED]	0.00
0004	<p>Transportation Mileage. Effective 9/1/2014. To provide transportation for people being detained. There is a guaranteed minimum of [REDACTED] miles per month. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD 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:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ICE-ERO-SPC-FEP-ELP Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>Continued ...</p>		DH	[REDACTED]	0.00

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<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 Officers Representative (COR) identified in the contract as described below. Supporting 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 contractors 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>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 OTERO COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4. 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. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00002 04/13/2015
 6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536
 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) 9A. AMENDMENT OF SOLICITATION NO.
 OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
 10B. DATED (SEE ITEM 13) 03/01/2014
 CODE 1672231350000 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:
 X D. OTHER (Specify type of modification and authority)
 Administrative Modification to Add Guaranteed Monthly Minimum Labor Hours to CLIN 003

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: 167223135
 This administrative modification adds the agreed upon guaranteed minimum for labor hours of [REDACTED] per month to CLIN 0003 for this agreement for transportation services effective March 1, 2014 at the Otero County Processing Center, Chaparral, New Mexico.

Additionally this modification appoints [REDACTED] as COR effective March 26, 2015.
 Exempt Action: Y
 Discount Terms:
 Net 30
 FOB: Destination
 Period of Performance: 03/01/2014 to 02/28/2019
 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) [REDACTED] 4/13/2015

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Hours. Effective 9/1/2014. To provide transportation for people being detained. Transportation Hourly rate is [REDACTED] per hour. The guaranteed minimum number of hours is [REDACTED] per month. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD 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: 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:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ICE-ERO-SPC-FEP-ELP Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice 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 Continued ...</p>		HR	[REDACTED]	0.00

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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> <ul style="list-style-type: none"> (ii) Dunn and Bradstreet (D&B) DUNS Number; (iii) Invoice date and invoice number; (iv) Agreement/Contract number, contract line item number and, if applicable, the order number; (v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii) Terms of any discount for prompt payment offered; (viii) Remit to Address; (ix) Name, title, and phone number of person to notify in event of defective invoice; and <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting 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> <ul style="list-style-type: none"> (i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors 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>4. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00002

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	OCFO.CustomerService@ice.dhs.gov				

2 AMENDMENT/MODIFICATION NO P00003
 3 EFFECTIVE DATE 05/26/2015
 4 REQUISITION/PURCHASE REQ NO
 5 PROJECT NO (If applicable)
 6 ISSUED BY CODE ICE/DCR
 7 ADMINISTERED BY (If other than Item 6) CODE ICE/DCR

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

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)
 OTERO COUNTY OF
 10 MCGREGOR RANGE ROAD
 CHAPARRAL NM 880818018

(x) 9A AMENDMENT OF SOLICITATION NO
 9B DATED (SEE ITEM 11)
 10A MODIFICATION OF CONTRACT/ORDER NO
 EROIGSA-14-0001
 10B DATED (SEE ITEM 13)
 03/01/2014

CODE 1672231350000 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)
 X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a)
 D OTHER (Specify type of modification and authority)

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 167223135
 The purpose of this administrative modification is to incorporate DHS PREA standards. The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment X.

All other terms and conditions remain unchanged and in full force and effect.
 Exempt Action: Y
 Period of Performance: 03/01/2014 to 02/28/2019

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

(Signature) County Manager
 C DATE SIGNED 5/29/15
 16C DATE SIGNED 5/29/15
 FORM 30 (REV 10-83)
 GSA
 FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1672231350000	FACILITY CODE	(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	10B. DATED (SEE ITEM 13) 03/01/2014

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 Administrative 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: 167223135

The purpose of this administrative modification is to incorporate the latest applicable Department of Labor area wide Wage Determination number 2005-2511 Rev. 20 dated 07/08/2015 into IGSA EROIGSA-14-0001. A copy of Wage Determination number 2005-2511 Rev. 20 is attached to this modification.

All other terms and conditions remain unchanged.

Field Office Point of Contact: [REDACTED] 915 225-[REDACTED]
 Alternate Field Office POC: [REDACTED] 915 225-[REDACTED]
 Contracting Officer's Representative (COR): [REDACTED] (915) 225-[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]	(Type or print)
15B. CONTRACTOR/OFFEROR	[REDACTED]	15C. DATE
(Signature of person authorized to sign)	[REDACTED]	16C. DATE SIGNED 07/23/2015

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Alternate COR: [REDACTED] (915) 834-[REDACTED] Contract Specialist: [REDACTED] 202 732-[REDACTED] Contracting Officer: [REDACTED] 202 732-[REDACTED] Exempt Action: Y Period of Performance: 03/01/2014 to 02/28/2019				

2 AMENDMENT/MODIFICATION NO. P00005 3 EFFECTIVE DATE See Block 16C 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (If applicable)

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

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

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) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018

9A AMENDMENT OF SOLICITATION NO (x) 9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO EROIGSA-14-0001 10B DATED (SEE ITEM 13) 03/01/2014

CODE 1672231350000 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 X 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. 52.243-1 Changes Fixed Price

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 x 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: 167223135

The purpose of this modification is to incorporate CLIN 0005 for the payment of a Request for Equitable Adjustment for [REDACTED] per bed day for CLIN 0001 for the period from 7/23/2015 through 11/30/2015 as a result of the incorporation of the area wide Wage Determination number 2005-2511 Rev. 20 dated 07/08/2015 into IGSA EROIGSA-14-0001.

Additionally, this modification increases the bed day rate pricing contained in CLIN 001 from [REDACTED] effective 12/1/2015. This increase of [REDACTED] is as a result of [REDACTED] increase in costs from the incorporation of aforementioned area wide Wage Determination and a [REDACTED] increase for the addition of a PSA Compliance Manager to the facility's staff. Please note that the [REDACTED] portion of the bed day rate increase is contingent upon the Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print) [REDACTED] County Manager 15C DATE SIGNED [REDACTED]

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] 16C DATE SIGNED 12/2/15

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00005

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>staffing of the PSA Compliance Manager Position and that this modification incorporates that position into the agreed upon staffing plan.</p> <p>All other terms and conditions remain unchanged.</p> <p>Field Office Point of Contact: [REDACTED] 915 225-[REDACTED] Alternate Field Office POC: [REDACTED] 915 225-[REDACTED] Contracting Officer's Representative (COR): [REDACTED] [REDACTED] (915) 225-[REDACTED] Alternate COR: [REDACTED] (915) 834-[REDACTED] Contract Specialist: [REDACTED] 202 732-[REDACTED] Contracting Officer: [REDACTED] 202 732-[REDACTED] Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 03/01/2014 to 02/28/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>Detention Service - To provide housing and care for people being detained. Effective 12/01/2015, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees and [REDACTED] detainees. There is no guaranteed minimum.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p>		EA	[REDACTED]	0.00
0003	<p>CANCELLED-Transportation Hours. Effective 12/1/2015 The Transportation Hours CLIN is CANCELLED. The rates prior to 12/1/2015 were as follows: the Transportation Hourly rate was [REDACTED] per hour. Prior to 12/1/2015, the guaranteed minimum number of hours was [REDACTED] per month.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount): Continued ...</p>		HR	[REDACTED]	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00005

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>CANCELLED-Transportation Mileage. Effective 12/1/2015 The Transportation Mileage CLIN is CANCELLED. The rates prior to 12/1/2015 were as follows: the Transportation Mileage rate was [REDACTED] per mile. Prior to 12/1/2015, there was a guaranteed minimum of [REDACTED] miles per month. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0005 as follows:</p>		DH	[REDACTED]	0.00
0005	<p>REA Settlement for Period from 7/23/2015 through 11/30/2015 as a result of incorporation of Wage Determination number 2005-2511 Rev. 20 dated 07/08/2015 in Modification P00004. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	[REDACTED]		[REDACTED]	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
3. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TERO COUNTY OF O MCGREGOR RANGE ROAD HAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1672231350000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	
		10B. DATED (SEE ITEM 13) 03/01/2014	

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) Bilateral Modification

15. 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.)

UNNS Number: 167223135
The purpose of this modification is to incorporate CLIN 0006 for Medical, Dental, and Check Washing Transportation Services at a monthly rate of [REDACTED]
All other terms and conditions remain unchanged.

Field Office Point of Contact: [REDACTED] 915 225-[REDACTED]
Alternate Field Office POC: [REDACTED] 915 225-[REDACTED]
Contracting Officer's Representative (COR): [REDACTED] (915) 225-[REDACTED]
Alternate COR: [REDACTED] (915) 834-[REDACTED]
Contract Specialist: [REDACTED] 202 732-[REDACTED]
Continued ...

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

[REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
[REDACTED]	15C. DATE SIGNED
[REDACTED]	16C. DATE SIGNED 2/10/2016

(Signature of person authorized to sign)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00006

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2 2

NAME OF OFFEROR OR CONTRACTOR
OSTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Contracting Officer: [REDACTED] 202 732-[REDACTED] Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 03/01/2014 to 02/28/2019 Add Item 0006 as follows: Medical, Dental, and Check Cashing Transportation (effective 3/1/2016) at a rate of [REDACTED] per month. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			[REDACTED]	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00007

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

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

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)

OTERO COUNTY OF
10 MCGREGOR RANGE ROAD
CHAPARRAL NM 880818018

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
EROIGSA-14-0001

10B. DATED (SEE ITEM 13)

03/01/2014

CODE 1672231350000

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

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: 167223135

The purpose of this modification is to increase the bed day rate provided in CLIN 0001 from [REDACTED] bed day to [REDACTED] bed day as a result of the addition of IRI flights to be processed by Otero. The staffing plan has also been increased by [REDACTED] FTEs as a result of this change.

All other terms and conditions remain unchanged.

Field Office Point of Contact: [REDACTED] 915 225-[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.

(print)

Contract Manager

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

15C. DATE SIGNED

3/14/16

16C. DATE SIGNED

3/15/2016

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EROIGSA-14-0001/P00007

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Alternate Field Office POC: [REDACTED] 915 225-[REDACTED] Contracting Officer's Representative (COR): [REDACTED] [REDACTED] (915) 225-[REDACTED] Alternate COR: [REDACTED] (915) 834-[REDACTED] Contract Specialist: [REDACTED] 202 732-[REDACTED] Contracting Officer: [REDACTED] 202 732-[REDACTED] Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 03/01/2014 to 02/28/2019 Change Item 0001 to read as follows (amount shown is the obligated amount): Detention Service - To provide housing and care for people being detained. Effective 4/01/2016, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees and [REDACTED] detainees. There is no guaranteed minimum. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>			[REDACTED]	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00008	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/DOR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 20536	CODE ICE/DOR	7 ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Washington DC 20536	CODE ICE/DOR
8 NAME AND ADDRESS OF CONTRACTOR (No street county State and ZIP Code) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 1672231350000 FACILITY CODE		* 10A MODIFICATION OF CONTRACT/ORDER NO EPOIGSA-14-0001	10B DATED (SEE ITEM 13) 03/01/2014

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) Bilateral 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: 167223135

CONTACT INFORMATION:

Field Office Point of Contact: [REDACTED] 915 856- [REDACTED]
 Alternate Field Office POC: [REDACTED] 915 225- [REDACTED]
 Contracting Officer's Representative (COR): [REDACTED] 915 225- [REDACTED]
 Alternate COR: [REDACTED] 915 834- [REDACTED]
 Contracting Officer: [REDACTED] 202 732- [REDACTED]

The purpose of this modification is to add CLIN 0007 to fund Overtime for Detention Guards in instances in which the number of Level III detainees exceeds the number provided for in 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 SIGNED BY (Type or print) [REDACTED] <i>Contract Manager</i>	15b DATE SIGNED 1-11-17	16a NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	16c DATE SIGNED 1/11/2017
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CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00008

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>the staffing plan in a manner that requires the incurrence of Overtime to adequately supervise the detainees population at the Otero County Processing Center. All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 03/01/2014 to 02/28/2019</p> <p>Add Item 0007 as follows:</p> <p>Overtime for Detention Guards for Coverage of Level III detainees in instances in which the number of Level III detainees exceeds the staffing plan to an extent that Overtime is required</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>		HR	0.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (if applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (if other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1672231350000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	10B. DATED (SEE ITEM 13) 03/01/2014

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: 167223135

CONTACT INFORMATION:

Field Office Point of Contact: [REDACTED] 915 856-[REDACTED]
 Alternate Field Office POC: [REDACTED] 915 225-[REDACTED]
 Contracting Officer's Representative (COR): [REDACTED] 915 225-[REDACTED]
 Alternate COR: [REDACTED] 915 834-[REDACTED]
 Contracting Officer: [REDACTED] 202 732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to remove and reduce the Staffing Planning by [REDACTED]
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. DATE SIGNED [REDACTED]
15C. DATE SIGNED	16C. DATE SIGNED 10/3/2017

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>FTEs that were added on P00007 in support of the third and fourth IRI flights. The additional IRI Flights are no longer a requirement for the El Paso Field Office. As a result, the bed day rate for Contract Line Item Number (CLIN 0001) is reduced to the rate it was prior to P00007. The Bed Day rate is reduced from [REDACTED] bed day to [REDACTED] bed day effective October 3, 2017.</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 03/01/2014 to 02/28/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Service - To provide housing and care for people being detained. Effective 10/03/2017, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees and [REDACTED] detainees. There is no guaranteed minimum. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>		EA	[REDACTED]	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00010

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

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

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

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

OTERO COUNTY OF
10 MCGREGOR RANGE ROAD
CHAPARRAL NM 880818018

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
EROIGSA-14-0001

10B. DATED (SEE ITEM 13)

03/01/2014

CODE 1672231350000

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

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: 167223135

CONTACT INFORMATION:

Field Office Point of Contact: 915 856-
Alternate Field Office POC: 915 225-
Contracting Officer's Representative (COR): 915 225-
Alternate COR: 915 834-
Contracting Officer: 202 732-
Contract Specialist: 202-732-

The purpose of this modification is as follows:
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 CONTRACTING OFFICER (Type or print)

County Manager

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

15C. DATE SIGNED

3-12-18

16C. DATE SIGNED

3/13/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00010

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) Incorporate Wage Determination 2015-5455, Revision No. 2, dated 12/30/2016 with an effective date of 04/01/2017. Funding for the Request for Equability Adjustment (REA) will be provided on the task order for fiscal year 2017 in the amount of [REDACTED]. As a result, the bed day rate for Detention Services has an impact of [REDACTED] per bed day resulting in a new bed day rate of [REDACTED]. This will take effect on 03/01/2018 task order for fiscal year 2018.</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: NONE Period of Performance: 03/01/2014 to 02/28/2019</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00011

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

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

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

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

OTERO COUNTY OF
10 MCGREGOR RANGE ROAD
CHAPARRAL NM 880818018

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
EROIGSA-14-0001

10B. DATED (SEE ITEM 13)

03/01/2014

CODE 1672231350000

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

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: 167223135

CONTACT INFORMATION:

Field Office Point of Contact: [redacted] 915 856-[redacted]
Alternate Field Office POC: [redacted] 915 225-[redacted]
Contracting Officer's Representative (COR): [redacted] 915 225-[redacted]
Alternate COR: [redacted] 915 834-[redacted]
Contracting Officer: [redacted] 202 732-[redacted]
Contract Specialist: [redacted] 202-732-[redacted]

The purpose of this modification is as follows:

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)

15C. DATE SIGNED

16C. DATE SIGNED

5-2-18

5/7/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00011

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) Reflect a renegotiated rate for the Otero Processing Center with an effective date of 04/16/2018.</p> <p>The bed rate will be as follows: Bed [REDACTED] per bed (no guaranteed minimum) Bed [REDACTED] per bed Stationary Guard rate: [REDACTED] per hour</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 03/01/2014 to 02/28/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>Detention Service - To provide housing and care for people being detained. Effective 4/16/2018, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees. There is no guaranteed minimum.</p> <p>The bed day rate has increased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>		EA	[REDACTED]	0.00
0002	<p>Detention Service - To provide housing and care for people being detained. Effective 04/16/2018, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees. There is no guaranteed minimum.</p> <p>The over [REDACTED] bed rate has increased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>		EA	[REDACTED]	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	
CODE 1672231350000 FACILITY CODE		10B. DATED (SEE ITEM 13) 03/01/2014	

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) Bilateral IAW EROIGSA-14-0001

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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915 225-[REDACTED]
Field Office Point of Contact: [REDACTED] 915 856-[REDACTED]
Alternate COR: [REDACTED] 915 834-[REDACTED]
CS: [REDACTED] 202-732-[REDACTED]
CO: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
[REDACTED]	[REDACTED]
15C. DATE SIGNED 3/20/19	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00012

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Incorporate the 2016 Revision to the performance Based National Detention Standards 2011 (PBNDS 2011) at no additional cost to the Government. The Revisions shall be implemented by:</p> <p>Letter to facilities on 2016 Revisions to PBNDS PBNDS 2011 (2016 Revisions) PBNDS 2011 with 2016 Revisions in Tracked Changes</p> <p>2. Extend the period of performance of this IGSA to 3-31-2020</p> <p>3. Update the applicable Department of Labor Area Wide Wage Determination Number 2015-5455 Rev. 9 dated 12/26/2018. A copy of Wage Determination Number 2015-5455 Rev. 9 is attached to the modification. Period of Performance: 03/01/2014 to 03/31/2020 All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
		10B. DATED (SEE ITEM 13) 03/01/2014

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 IAW EROIGSA-14-0001

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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915 225-[REDACTED]
 Field Office Point of Contact: [REDACTED], 915 856-[REDACTED]
 Alternate COR: [REDACTED] 915 834-[REDACTED]
 CS: [REDACTED] 202-732-[REDACTED]
 CO: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to:

Continued ...

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

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

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00013PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Update the effective date of the applicable Department of Labor Area Wide Wage Determination Number 2015-5455 Rev. 9 dated 12/26/2018. The effective date is 4/16/2019. Period of Performance: 03/01/2014 to 03/31/2020 All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018 CODE 1672231350000 FACILITY CODE	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;">(x)</td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001</td> <td style="text-align:center;">x</td> </tr> <tr> <td>10B. DATED (SEE ITEM 13)</td> <td>03/01/2014</td> </tr> </table>	9A. AMENDMENT OF SOLICITATION NO.	(x)	9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	x	10B. DATED (SEE ITEM 13)	03/01/2014
9A. AMENDMENT OF SOLICITATION NO.	(x)								
9B. DATED (SEE ITEM 11)									
10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	x								
10B. DATED (SEE ITEM 13)	03/01/2014								

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 IAW EROIGSA-14-0001

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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915 856-[REDACTED]

Field Office Point of Contact: [REDACTED], 915 856-[REDACTED]

Alternate COR: [REDACTED] 915 834-[REDACTED]

CS: [REDACTED] : 202-732-[REDACTED]

CO: [REDACTED] : 202-732-[REDACTED]

The purpose of this modification is to:

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00014

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Formally incorporate a previous Department of Labor Area Wide Wage Determination Number 2015-5455 Rev. 6 dated 1/10/2018. The effective date of this wage determination should be 4/16/2018.</p> <p>2. Update the COR information from [REDACTED] 915-225-[REDACTED] to [REDACTED] 915-856-[REDACTED] Period of Performance: 03/01/2014 to 03/31/2020 All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11)
CODE 1672231350000 FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001 10B. DATED (SEE ITEM 13) 03/01/2014

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 IAW EROIGSA-14-0001

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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915 856-[REDACTED]

Field Office Point of Contact: [REDACTED], 915 856-[REDACTED]

Alternate COR: [REDACTED] 915 834-[REDACTED]

CS: [REDACTED] : 202-732-[REDACTED]

CO: [REDACTED] 202-732-[REDACTED]

The purpose of this modification is to approve the Request for Equitable Adjustment resulting from DOL Wage Determination Number 2015-5455, Revision 9, dated 12/26/18, Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00015

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>effective date of March 16, 2019. As a result, the Per Diem rate increased from [REDACTED] to [REDACTED]. The Stationary and Escort Guard rate will increase from [REDACTED]. The overtime Stationary and Escort Guard rate will be [REDACTED]. Funding due as a result of this REA will be provided on the task order.</p> <p>As of 3/16/2019 The bed rate will be as follows: Bed [REDACTED] : [REDACTED] per bed (no guaranteed minimum) Bed [REDACTED] : [REDACTED] per bed Stationary & Escort Guard rate: [REDACTED] per hour Overtime Guard rate will be [REDACTED] per hour Discount Terms: Net 30 Period of Performance: 03/01/2014 to 03/31/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Service - To provide housing and care for people being detained. Effective 4/16/2019, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees. There is no guaranteed minimum.</p> <p>The bed day rate has increased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remain unchanged.</p>		EA	[REDACTED]	0.00

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ. NO. 5 PROJECT NO. (If applicable)
 P00016 See Block 16C

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

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A AMENDMENT OF SOLICITATION NO.
 OTERO COUNTY OF
 ATTN [REDACTED]
 10 MCGREGOR RANGE ROAD
 CHAPARRAL NM 880818018
 9B DATED (SEE ITEM 11)
 X 10A MODIFICATION OF CONTRACT/ORDER NO.
 EROIGSA-14-0001
 10B DATED (SEE ITEM 13)
 03/01/2014
 CODE 1672231350000 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 IAW EROIGSA-14-0001

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: 167223135
 CONTACT INFORMATION:
 Contracting Officer's Representative (COR): [REDACTED] 915-856-[REDACTED]
 Alternate COR (ACOR): [REDACTED] 915-856-[REDACTED]
 Field Office Point of Contact: [REDACTED] 915-856-[REDACTED]
 CS: [REDACTED] 202-732-[REDACTED]
 CO: [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.

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 [REDACTED] County Manager
 15C DATE SIGNED
 4/10/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EROIGSA-14-0001/P00016

PAGE

OF

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2

NAME OF OFFEROR OR CONTRACTOR

OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1) Extend the Period of Performance of this Inter-Governmental Service Agreement (IGSA) from 04/01/2020 through 03/31/2025.</p> <p>2) Incorporate the updated Department of Labor (DOL) Wage Determination (WD) 2015-5455, Revision 9, dated 12/26/2019, into this IGSA. This WD is attached to this modification as EROIGSA-14-0001_P00016_Attachment 1_WD.</p> <p>3) Appoint [REDACTED] as Contracting Officer's Representative (COR) for this IGSA and all task orders issued under this IGSA.</p> <p>4) Designate [REDACTED] as Alternate Contracting Officer's Representative (ACOR) for this IGSA and all task orders issued under this IGSA.</p> <p>All other terms and conditions of this IGSA remain unchanged. Period of Performance: 03/01/2014 to 03/31/2025 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1672231350000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	10B. DATED (SEE ITEM 13) 03/01/2014

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) Bilateral IAW EROIGSA-14-0001

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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [Redacted] 915-856-[Redacted]
 Alternate COR (ACOR): [Redacted] 915-856-[Redacted]
 Field Office Point of Contact: [Redacted] 915-856-[Redacted]
 CS: [Redacted] 202-732-[Redacted]
 CO: [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 SIGNED (Type or print) [Redacted] <i>County Manager</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted]
15C. DATE SIGNED <i>4/30/2020</i>	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00017

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1) Correctly state the reference to the updated Department of Labor (DOL) Wage Determination (WD) stated in the SF30 for Modification P00016 from 2015-5455, Revision 9, dated 12/26/2019, to 2015-5455, Revision 12, dated 12/23/2019. This WD (2015-5455, Revision 12, dated 12/23/2019) was attached to Modification P00016 as EROIGSA-14-0001_P00016_Attachment 1_WD.</p> <p>2) State the effective date of the incorporation of WD 2015-5455, Revision 12, dated 12/23/2019 into this IGSA as 04/01/2020.</p> <p>3) Approve the Request for Equitable Adjustment (REA) resulting from DOL Wage Determination Number 2015-5455, Revision 12, dated 12/23/19, effective date of May 1, 2020. As a result, the Bed Day Rate is increased from [REDACTED] to [REDACTED]. The Stationary and Escort Guard rate remains at [REDACTED] per hour. The overtime Stationary and Escort Guard remains at [REDACTED] per hour. Funding due as a result of this REA will be provided on the task order.</p> <p>4) As of 05/01/2019, the bed day rate will be as follows: Bed [REDACTED] per bed (no guaranteed minimum) Bed [REDACTED] per bed Stationary & Escort Guard rate: [REDACTED] per hour Overtime Guard rate will be [REDACTED] per hour</p> <p>5) Retroactive Payment Amount: [REDACTED] (from 03/01/2020 to 04/30/2020) which may be billed to Task Order 70CDCR19FIGR00128. The contractor may submit one invoice on or after 05/01/2020 for this Retroactive Payment Amount.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/01/2014 to 03/31/2025 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1672231350000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001	
		10B. DATED (SEE ITEM 13) 03/01/2014	

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) Bilateral IAW EROIGSA-14-0001

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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915-856-[REDACTED]
 Alternate COR (ACOR): [REDACTED] 915-856-[REDACTED]
 Field Office Point of Contact: [REDACTED] 915-856-[REDACTED]
 CS: [REDACTED] 202-732-[REDACTED]
 CO: [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)

County Manager

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00018

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <ol style="list-style-type: none"> Effective 09/01/2020, establish the Guaranteed Minimum (GM) of [REDACTED] beds, and state the corresponding Bed Day Rate (for [REDACTED] beds) as [REDACTED]. Please see CLIN 0001 (Detention Service) for details. This GM will be in effect from 09/01/2020 to 08/31/2021. Add sub-CLIN 0001A for Detention Service [REDACTED] beds), and state the corresponding Bed Day Rate as [REDACTED] with an effective date of 09/01/2020. Please see sub-CLIN 0001A for details. The Bed Day Rate for CLIN 0002 [REDACTED] beds) remains unchanged at [REDACTED]. Effective 09/01/2020, the overtime hourly rate for Stationary Guard Services is stated as [REDACTED]. Please see CLIN 0007 for details. Under this IGSA, the Contractor will continue to provide the ICE/ERO/El Paso Field Office the same transportation services/routes/escort/guard services as the Contractor has provided since January 1, 2020, with no changes to the current transportation services provided. Effective 09/01/2020 to 08/31/2021, ICE/ERO will suspend the PBNDS 2011 Optimals currently required under this IGSA. The suspension of the PBNDS 2011 Optimals has been determined necessary during this time frame to enable Contractor compliance with preventative measures relating to the COVID-19 pandemic. After 08/31/2021, the Contractor shall resume providing the PBNDS 2011 Optimals with exception to the waivers granted, subject to pricing negotiations. Detention Officer staffing is based on a [REDACTED] guard to detainee ratio. If at any time Detention Officer staffing is required at ratio of less than [REDACTED] whether due to the security level of the detainees or otherwise, ICE/ERO will reimburse the Contractor at a Detention Officer rate of [REDACTED] per hour and Detention Officer overtime rate of [REDACTED] per hour, incurred to provide such additional Detention Officer staffing, whether such staffing is provided Continued ... 				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00018

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>through additional FTE(s), on-call staff, and/or overtime. The staffing plan agreed upon through this IGSA modification supersedes and replaces all prior staffing plans agreed to by the parties or set forth in the contract. Staffing plans will be revisited and, if necessary, renegotiated at the expiration of this modification, in accordance with any newly agreed pricing.</p> <p>All other terms and conditions remain unchanged. Discount Terms: Net 30 Period of Performance: 03/01/2014 to 03/31/2025</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>Detention Service - To provide housing and care for detainees.</p> <p>With this Modification (P00018):</p> <p>Effective 09/01/2020, the Guaranteed Minimum (GM) under this CLIN is [REDACTED]. Unless the parties agree to extend or amend the GM, the facility (OCPC) will return to its current non-GM status on 08/31/2021. The pricing set forth in this CLIN expires 08/31/2021, at which point the parties will negotiate new pricing. Such negotiations will include consideration of a new GM to maintain the stability of the staffing and contract operations.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0001A as follows:</p>		EA	[REDACTED]	0.00
0001A	<p>Detention Service - To provide housing and care for detainees.</p> <p>Effective 09/01/2020, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees. The pricing set forth in this CLIN expires 8/31/2021, at which point the parties will negotiate new pricing.</p> <p>The bed day rate has increased:</p> <p>From: [REDACTED] By: [REDACTED] Continued ...</p>		EA	[REDACTED]	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EROIGSA-14-0001/P00018

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 4 4

NAME OF OFFEROR OR CONTRACTOR
 OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>To: [REDACTED]</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0002 to read as follows(amount shown is the obligated amount):</p> <p>Detention Service - To provide housing and care for people being detained. Effective 04/16/2018, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees. The pricing set forth in this CLIN expires 8/31/2021, at which point the parties will negotiate new pricing.</p>		EA	[REDACTED]	0.00
0006	<p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0006 to read as follows(amount shown is the obligated amount):</p> <p>Medical, Dental, and Check Cashing Transportation (effective 3/1/2016) at a rate of [REDACTED] per month.</p> <p>Obligated Amount: \$0.00</p>		MO	[REDACTED]	
0007	<p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0007 to read as follows(amount shown is the obligated amount):</p> <p>Overtime for Detention Guards for Coverage of Level III detainees in instances in which the number of Level III detainees exceeds the staffing plan to an extent that Overtime is required.</p> <p>Hourly Rate (Overtime): [REDACTED]</p> <p>Obligated Amount: \$0.00</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

2. AMENDMENT/MODIFICATION NO. P00019	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 20536	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATT [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001 10B. DATED (SEE ITEM 13) 03/01/2014
CODE 1672231350000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915-85 [REDACTED]

Alternate COR (ACOR) [REDACTED] 915-85 [REDACTED]

Field Office Point of Contact [REDACTED], 915-856 [REDACTED]

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00019

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2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The purpose of this modification is to correct the Bed Day Rate on CLIN 0001 from [REDACTED] to [REDACTED] as agreed upon in email dated July 30, 2020.</p> <p>Discount Terms: Net 30</p> <p>Period of Performance: 03/01/2014 to 03/31/2025</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Service - To provide housing and care for detainees.</p> <p>Effective 09/01/2020, the Guaranteed Minimum (GM) under this CLIN is [REDACTED]. Unless the parties agree to extend or amend the GM, the facility (OCPC) will return to its current non-GM status on 08/31/2021. The pricing set forth in this CLIN expires 08/31/2021, at which point the parties will negotiate new pricing. Such negotiations will include consideration of a new GM to maintain the stability of the staffing and contract operations.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>All other terms and conditions remain unchanged.</p>		EA	[REDACTED]	0.00

2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
		10B. DATED (SEE ITEM 13) 03/01/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED], 915-856-[REDACTED]
 Alternate COR (ACOR): [REDACTED], 915-856-[REDACTED]
 Field Office Point of Contact: [REDACTED], 915-856-[REDACTED]
 CS: [REDACTED], 202-235-[REDACTED]
 CO: [REDACTED], 202-923-[REDACTED]

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00020

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2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification to is memorialize the resolution of CDR numbers 12-16-2020 A and B as attached.</p> <p>Period of Performance: 03/01/2014 to 03/31/2025 PUBLIC DISCLOSURES: For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>All other terms and conditions remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATT [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1672231350000		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
			10B. DATED (SEE ITEM 13) 03/01/2014

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 X	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. 42.103 (b)
	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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915-85 [REDACTED]

Alternate COR (ACOR) [REDACTED], 915-85 [REDACTED]

Field Office Point of Contact [REDACTED] 915-856 [REDACTED]

CO/CS: [REDACTED], 202-923 [REDACTED]

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00021

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to The purpose of this modification is to:</p> <ol style="list-style-type: none"> 1. Effective 9/01/2021, continue the Guaranteed Minimum (GM) of [REDACTED] beds established via modification P000018. 2. This Guaranteed Minimum (GM) shall be in effect for the period of performance of 9/01/2021 through 10/31/2021. 3. All else remains unchanged. <p>Period of Performance: 03/01/2014 to 03/31/2025</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00022

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

70CDCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

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

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)

OTERO COUNTY OF
ATTN [REDACTED]
10 MCGREGOR RANGE ROAD
CHAPARRAL NM 880818018

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
EROIGSA-14-0001

10B. DATED (SEE ITEM 13)

CODE 1672231350000

FACILITY CODE

03/01/2014

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
X

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.
52.243-4 Changes

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 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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED] 915-856-[REDACTED]

Alternate COR (ACOR): [REDACTED] 915-856-[REDACTED]

Field Office Point of Contact: [REDACTED] 915-856-[REDACTED]

CS: [REDACTED] 202-235-[REDACTED]

CO/CS: [REDACTED] 202-923-[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)

County Manager

15C. DATE SIGNED

11-23-14

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00022

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1. Incorporate and implement Executive Order 14042, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.</p> <p>Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors. (OCT 2021) (DEVIATION)</p> <p>(a) Definition. As used in this clause - United States or its outlying areas means-</p> <p>(1) The fifty States;</p> <p>(2) The District of Columbia;</p> <p>(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;</p> <p>(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and</p> <p>(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.</p> <p>(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).</p> <p>(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https://www.saferfederalworkforce.gov/contractors/.</p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/01/2014 to 03/31/2025</p>				

2. AMENDMENT/MODIFICATION NO. P00023	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, ██████████ WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, ██████████ Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATT ██████████ 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001 10B. DATED (SEE ITEM 13) 03/01/2014
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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. 52.243-4 Changes
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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): ██████████, 915-85 ██████████
██████████

Alternate COR (ACOR) ██████████, 915-85 ██████████
██████████

Field Office Point of Contact ██████████, 915-856 ██████████
██████████

CS: ██████████, 202-2 ██████████

CO/CS: ██████████, 202-923 ██████████

Continued ...

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

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

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

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00023

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1) Effective upon execution of this modification, continue the Guaranteed Minimum (GM) of [REDACTED] beds and extend pricing as established via modification P000018.</p> <p>2) This Guaranteed Minimum (GM) shall be in effect for the period of performance of 9/01/2021 through 3/31/2022.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/01/2014 to 03/31/2025</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 18
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATT [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1672231350000		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
			10B. DATED (SEE ITEM 13) 03/01/2014

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 X	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. 52.243-4 Changes
	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 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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED], 915-85 [REDACTED]

Alternate COR (ACOR) [REDACTED] 915-85 [REDACTED]

Field Office Point of Contact [REDACTED], 915-856 [REDACTED]

CS: [REDACTED], 202-235 [REDACTED]

CO/CS [REDACTED], 202-923 [REDACTED]

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00024

PAGE OF
2 18

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to make the following changes:</p> <p>1) Effective April 1, 2022, change the CLIN structure to facilitate a change in the way the services shall be billed going forward. CLIN 0001 Detention Service shall be changed from a Bed Day rate of [REDACTED] with no Guaranteed Minimum (GM) to a GM of [REDACTED] and a Monthly charge for Operating Expenses with a Bed Day Rate per detainee. The monthly fee for this shall be [REDACTED]. In addition, there shall be a Bed Day Rate in the amount of [REDACTED] per detainee at population of [REDACTED] (Tier 1) and [REDACTED] per detainee for all over a detainee count of [REDACTED] (Tier 2).</p> <p>2) Establish CLIN 0008 - MISC at a Not To Exceed amount of [REDACTED] as a reimbursable CLIN to cover miscellaneous charges as approved by the Contracting Officer's Representative.</p> <p>3) In accordance with the attached Staffing Plan, Once the detainee count reaches Tier [REDACTED] staffing will be ramped up/ramped down as the detained population incrementally increases/decreases from [REDACTED].</p> <p>4) Detention dorm officers at [REDACTED] GM and [REDACTED] to [REDACTED] are based on 12 [REDACTED] GM) and ramping up to [REDACTED] per shift, respectively. If the dorm officers exceed [REDACTED] GM) and ramping up to [REDACTED] per shift, respectively, ICE will reimburse Otero County at a guard service rate of [REDACTED] per hour and guard service overtime rate of [REDACTED] per hour for all hours incurred to provide such additional Detention Guard staffing whether such staffing is provided through additional FTE(s), on-call staff, and/or overtime. This will allow the fluctuation for a high level, low, Male, Female population and Covid-19.</p> <p>5) Pricing includes transportation to/from medical appointments (including hospital runs), court appearances, and local which is based on a [REDACTED] radius or within El Paso community area. Any additional transportation will result in additional cost.</p> <p>6) Transportation pricing is based on the [REDACTED]</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>transportation officer FTEs on the GM [REDACTED] included in the approved staffing plan. Where transportation exceeds the [REDACTED] FTEs on the GM and [REDACTED] FTEs [REDACTED], MTC will bill at a guard service rate of [REDACTED] and a guard service overtime rate of [REDACTED].</p> <p>7) Change the facility use from Male to Male and Female population. With the addition of female detainees to the contract, applicable operating standards (i.e., ACA/PBND) may require the installation and/or modification of toilets and showers, as well as the construction of additional recreation yards (to include items such as, but not limited to, fencing, cameras, plumbing, awnings, etc.). The cost of such improvements are not included in the provided pricing. ICE agrees to reimburse MTC for the total cost required to make such improvements. In the event funding is not available for such improvements, or the parties cannot agree upon the total cost of such improvements, the housing of females detainees at the Otero II facility may be delayed until both funding is available and the totals costs are agreed upon by both parties.</p> <p>8) Allow MTC to utilize satellite law libraries.</p> <p>9) Establish the Warden and Deputy Warden positions as Key Personnel Positions. As such, if a vacancy arises in either of these positions, MTC shall submit to ICE the resume of the candidate proposed for hire before any offer is made.</p> <p>10) Incorporate new Staffing and Modernization Plans. See attached for details.</p> <p>11) Incorporate the following:</p> <p>Virtual Attorney Visitation Capability</p> <p>Virtual Attorney Visitation (VAV) is an established facility protocol that allows attorneys (or legal representatives) to contact the facility and schedule video teleconference (VTC) visitation with their detainee client(s) at least 24 hours in advance of the desired teleconference. The facility plant layout and Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00024

PAGE OF
4 18

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>design shall accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications. The room must also have a windowed door or other mechanism that allows detainee observation for safety. While the designated space and equipment can be utilized for other purposes, it is expected that virtual attorney visitation will be made available for at least six (6) hours each day.</p> <p>Implement Virtual Attorney Visitation</p> <p>The VAV program utilizes common web conferencing and videoconferencing applications to enable legal representatives to meet with their clients or prospective clients virtually using video technology in private rooms or booths to ensure confidentiality of communications during remote legal visits. Please note VAV does not substitute for in-person meetings, but it does provide an alternative for attorneys to communicate with clients in a timely and efficient manner.</p> <p>In conjunction with ICE staff, create and implement procedures, in writing, through which legal representatives can utilize an online scheduling system or dedicated email boxes to schedule legal visits or confidential legal calls. Send written procedures to ERO for posting on the facility webpage on ICE.gov.</p> <p>In conjunction with ICE staff, create a dedicated mailbox for legal representatives to contact case officers and supervisors, submit G28s, and get case updates.</p> <p>Transgender Care</p> <p>The Contractor shall meet the specified Transgender Care requirements Regarding the Care of Transgender Detainees and the Best Practices for the Care of ICE Transgender Detainees, including operating a multidisciplinary Transgender Classification and Care Committee responsible for constructing an individualized detention plan for each self-identified</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00024

PAGE OF
5 18

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>transgender detainee.</p> <p>The facility shall include a special management unit(s) for administrative and discipline segregation.</p> <p>All other terms and conditions remain unchanged. Discount Terms: Net 30 Period of Performance: 03/01/2014 to 03/31/2025</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Service - To provide housing and care for detainees.</p> <p>Effective 04/01/2022, CLIN 0001 Detention Service shall be changed from a Bed Day rate of [REDACTED] with no Guaranteed Minimum (GM) to a GM of [REDACTED] and a Monthly charge for Operating Expenses with a Bed Day Rate per detainee. The monthly fee for this shall be [REDACTED]. In addition, there shall be a Bed Day Rate in the amount of [REDACTED] per detainee at population of [REDACTED] (Tier 1) and [REDACTED] per detainee for all over a detainee count o [REDACTED] (Tier 2). Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
0008	<p>Add Item 0008 as follows:</p> <p>MISC - Miscellaneous CLIN for unanticipated purchases under this agreement not covered elsewhere on a reimbursable basis up to a Not To Exceed amount of [REDACTED] as approved by the COR. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				0.00

2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001
		10B. DATED (SEE ITEM 13) 03/01/2014
CODE D5U9RK5DUTA8	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: 167223135

CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED], 915-856-[REDACTED]

Alternate COR (ACOR): [REDACTED], 915-856-[REDACTED]

Field Office Point of Contact: [REDACTED], 915-856-[REDACTED]

CS: [REDACTED], 202-235-[REDACTED]

CO/CS: [REDACTED], 202-923-[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	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00025

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to change COR designations as follows:</p> <p>██████████ shall be designated as the Contracting Officer's Representative and Glenn Wescott is now designated as the Alternate Contracting Officer's Designation.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/01/2014 to 03/31/2025</p>				

2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/DCR

DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC	ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018 CODE D5U9RK5DUTA8 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001 10B. DATED (SEE ITEM 13) 03/01/2014
---	--

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW EROIGSA-14-0001

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.)
CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED], 915-856-[REDACTED]
 Alternate COR (ACOR): [REDACTED] 915-856-[REDACTED]
 Field Office Point of Contact: [REDACTED], 915-856-[REDACTED]
 CO/CS: [REDACTED] 202-923-[REDACTED]

The purpose of this modification is to make the following change:

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-14-0001/P00026

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) Incorporate the most recent U.S. Department of Labor (DOL) area-wide wage determinations (WD) in accordance with the Service Contract Labor Standards, into this IGSA. Please see Attachment 1, DOL Wage Determination 2015-5455, Revision 19, dated March 15, 2022. The effective date of incorporation of this WD into this IGSA is 03/15/2022</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/01/2014 to 03/31/2025</p>				

2. AMENDMENT/MODIFICATION NO. P00027	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	------------------------------------	----------------------------------	--------------------------------

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
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF ATTN [REDACTED] 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11)
CODE D5U9RK5DUTA8 FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-14-0001 10B. DATED (SEE ITEM 13) 03/01/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW EROIGSA-14-0001

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.)
CONTACT INFORMATION:

Contracting Officer's Representative (COR): [REDACTED], 915-856-[REDACTED]
 Alternate COR (ACOR): [REDACTED], 915-856-[REDACTED]
 Field Office Point of Contact: [REDACTED], 915-856-[REDACTED]
 CO/CS: [REDACTED], 202-923-[REDACTED]

The purpose of this modification is to make the following change:

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
EROIGSA-14-0001/P00027

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1) Rename CLIN 0008 to Regular Guard Service Hours and 2) Establish CLIN 0009 for Miscellaneous ODCs. All other terms and conditions remain unchanged. Discount Terms: Net 30 Period of Performance: 03/01/2014 to 03/31/2025 Change Item 0008 to read as follows (amount shown is the obligated amount):				
0008	Regular Guard Service Hours Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0009	Add Item 0009 as follows: MISC - Miscellaneous CLIN for unanticipated purchases under this agreement not covered elsewhere on a reimbursable basis up to a Not To Exceed amount of  as approved by the COR Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF 1	PAGES 3	
2. CONTRACT NO. EROIGSA-14-0001		3. AWARD/EFFECTIVE DATE 03/01/2014	4. SOLICITATION NUMBER		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	6. SOLICITATION ISSUE DATE
7. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536		CODE ICE/DM/DC-DC	8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB NAICS: SIZE STANDARD:	% FOR:
9. (AGENCY USE) NO COLLECT CALLS						

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

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

13. CONTRACTOR OFFEROR OTERO COUNTY OF 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018 TELEPHONE NO. DUNS NO. 167223135 <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	1672231350000	FACILITY CODE	14. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FEP Williston VT 05495-1620	ICE-ERO/FOD-FEP
---	---------------	---------------	---	-----------------

15. PROMPT PAYMENT DISCOUNT
Net 30

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

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	DUNS Number: 167223135 This Inter-Governmental Service Agreement (IGSA) is entered into between the United States Department of Homeland Security, Immigration Customs Enforcement and Otero County, New Mexico. This IGSA authorizes Otero County to provide detention and transportation services at the Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA See Schedule	24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY) \$0.00
---	--

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

27. SIGNATURE OF OFFEROR/CONTRACTOR [REDACTED]	ISSUING OFFICER) [REDACTED]
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED
	DATE SIGNED 02/28/2014

NO RESPONSE FOR REASONS CHECKED

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

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

FROM:

AFFIX
STAMP
HERE

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

SOLICITATION NO. _____

DATE AND LOCAL TIME _____

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0001	<p>Otero County Processing Center, Chaparral, New Mexico. Exempt Action: Y FOB: Destination Period of Performance: 03/01/2014 to 02/28/2019</p> <p>Detention Service - To provide housing and care for people being detained. Effective 03/01/2014, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees and 1000+ detainees. There is no guaranteed minimum.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>		EA	[REDACTED]	0.00
0002	<p>Detention Service - To provide housing and care for people being detained. Effective 03/01/2014, Bed Day rate is [REDACTED] per Bed Day for [REDACTED] detainees. There is no guaranteed minimum.</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 24.</p>		EA	[REDACTED]	0.00

EROIGSA-14-0001
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
THE COUNTY OF OTERO

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“ICE”), and Otero County, (“Service Provider”) for the detention and care of aliens (“detainees”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

The Service Provider shall provide detention services for detainees at the following institution(s):

**Otero County Processing Center
26 McGregor Range Road
Chaparral, NM 88081**

The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Proposal dated 9/13/2013 , as revised dated 12/9/2013, incorporated herein by reference
- Attachment 1 - MTC Proposal dated 9/13/2013 , as revised dated 12/9/2013
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: 2005-2511, Dated 06/19/2013
- Attachment 4 - Quality Control Plan
- Attachment 5 - Quality Assurance Surveillance Plan
 - 5.A. Performance Requirements Summary
 - 5.B. Sample Contract Deficiency Report
- Attachment 6 –Performance Work Statement (PWS)
- Attachment 7 - Staffing Plan (See Attachment 1)
- Attachment 8 - Official Detail Form (formerly G-391)
- Attachment 9 - Hold Harmless and Indemnity Agreement
- Attachment 10 – Listing of 2011 Performance Based Detention Standards (PBNDS)
Modifications Included in EROIGSA-14-0001

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the County of Otero and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

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Date: 2/28/2014

ACCEPTED:

County of Otero

County

Signatu

Date: 2-28-14

Intergovernmental Service Agreement (IGSA)

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Article 1. Purpose

- A. Purpose: The purpose of this Inter-Governmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the provision of the necessary physical structure, equipment, facilities, personnel, and services to provide a program of care in a properly staffed and secure environment under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees." This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Service Provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the Agreement and ensure that the safekeeping, housing, subsistence, medical, and other program services provided to ICE detainees housed in the facility is consistent with ICE's civil detention authority, the PWS, IGSA requirements and ICE standards referenced in this agreement. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
- C. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate of [REDACTED] for [REDACTED] detainees and [REDACTED] for [REDACTED] detainess. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate [REDACTED] Detainees)	\$	[REDACTED] per detainee
Bed Day Rate [REDACTED] Detainees)	\$	[REDACTED] per detainee
* Escort Services at Regular Rate	\$	[REDACTED] per hour
* Escort Services at Overtime Rate	\$	[REDACTED] per hour
* Stationary Guard at Regular Rate	\$	[REDACTED] per hour
* Stationary Guard at Overtime Rate	\$	[REDACTED] per hour
* Detainee Work Program Reimbursement	\$	[REDACTED] per day

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

The Service Provider may reduce staff based upon the detainee population demand if they receive approval from the CO to make reductions in staff.

Article 2. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Facility meets ICE requirements, and is in compliance with ICE 2011 Performance-Based National Detention Standards (PBNDS), including all optimal provisions (with agreed to modifications as noted in Attachment 10). Therefore, ICE may perform numerous assessments to ensure compliance prior to presenting detainees for housing.
- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in this Agreement. The Service Provider shall be prepared to accept detainees immediately upon issuance of task order.
- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than the Otero County Processing Center. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulations, policies and judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

Article 3. Covered Services

- A. Bedspace: The Service Provider shall provide and operate approximately a [REDACTED] bed adult male detention facility. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc. The Service Provider will also ensure that adequate administrative space is provided in accordance with the Physical Plant Requirements listed under Article 31 of this agreement. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.
- C. Unit of Service and Financial Liability: The unit of service is called a "Bed Day" and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:
- 1) Salaries of elected officials
 - 2) Salaries of employees not directly engaged in the housing and detention of detainees
 - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
 - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
 - 5) Operating costs of facilities not utilized by Federal detainees
 - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
 - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
 - 8) Contingencies

The Parties agree to base the cost of the bed day rate and all services provided on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards.

- D. Interpretive/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.
- E. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel, of which one must be of the same gender as those being transported, employed by the Service Provider under their policies, procedures and authorities.
- F. No ICE Liability for Failure to Meet Minimum Guarantee: ICE will not be liable for any failure to meet the minimum or population guarantee if such failure results directly from an occurrence that impairs the ability of ICE to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision becomes effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

Article 4. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the Facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state,

or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COR or designated ICE official immediately regarding any such requests.

- D. Safe Release: The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.
- E. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COR. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- F. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COR or designated ICE official within two (2) hours of evacuation.

Article 5. ICE Performance-Based National Detention Standards and Other Applicable Standards

- A. The Service Provider shall house detainees and perform related detention services in accordance with the 2011 edition of ICE Performance Based National Detention Standards (PBNDS), including all optimal provisions, unless otherwise specified in this agreement as stated in Attachment 10. The complete set of standards applicable to this procurement is available from the following website: [REDACTED]

██████████ and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE PBNDS.

- B. If a change in the standards identified herein results in a documentable financial impact to the Service Provider, the Service Provider must notify the Contracting Officer within five (5) days of receipt of the change and request either 1) a waiver to the Standards or, 2) negotiate a change in per diem.
- C. The Facility's operation shall reflect the 2011 PBNDS Expected Outcomes where optimal levels are required unless otherwise specified in this agreement. Optimal levels shall be achieved to further the goals of detention reform.
- D. The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

Article 6. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the 2011 PBNDS, including: intake arrival screening, tuberculosis testing and symptom screening, on-site sick call, chronic care, over the counter and prescription medication and durable medical equipment and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with providing necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided. The costs of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC) and at no time shall the Service Provider or detainee incur any financial liability related to such services.
- C. A true copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a transfer summary shall accompany the detainee outlining necessary care during transit to include medications, medical precautions, equipment needed, and appropriately authorized methods of travel.
- D. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall retain, at a minimum, enough nurses per shift to ensure appropriate access to and delivery of care as addressed in 2011 PBNDS.

- E. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health requests and deliver them in writing to the medical and health care staff to be reviewed daily.
- F. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, and as detailed in 2011 PBNDS.
- G. Onsite health care personnel shall perform initial medical screening within (12) hours of arrival to the Facility. Sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs and mental and dental health assessments shall be available to the detainees. Arrival screening shall include, at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD) or chest x-ray, and recording the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).
- H. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and in accordance with detention, 2011 PBNDS, National Commission on Correctional Health Care (NCCHC), and ACA standards with the expectation to provide custody oversight and medication as needed.
- I. A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with detention, National Commission on Correctional Health Care (NCCHC) and ACA standards.
- J. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- K. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request. The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide (found at www.icehealth.org).

- L. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, the Service Provider shall obtain the medical treatment required. 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 organization listed below as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. Authorized payment for all offsite medical services for the initial emergency need and for medical care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

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

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

- O. The Service Provider shall direct offsite medical providers to submit all medical invoices for authorized payment for medical, dental, and mental health services to the following address:

VA Financial Services Center
PO Box 149345
Austin TX 78714-9345
(800) 479-0523

- P. The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

- a. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # IHSC assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
- b. The pharmacy shall run the prescription through the Script Care network for processing.
- c. Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
- d. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

- Q. Facility Requirements for Infectious Disease Screening

The Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange

between the intake screening area and any other area within the facility. (CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

R. Tuberculosis Screening

In order to prevent the transmission of TB to the resident population of a detention facility, the Service Provider will perform a TB screening as part of the routine intake screening within 12 hours of detainee admission and identify suspected TB disease before the detainee is assigned to a housing unit or is transferred from the intake processing area. Any chest x-ray screening will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of contagious TB. The turnaround time for chest x-ray interpretation should be four hours or less. Detainees who are identified with confirmed or suspected active TB will be assigned to an airborne infection isolation room and managed in accordance with the PBNDS and CDC guidelines. There will be a process in place for detainees who refuse the screening assessment for TB. This process should comply with guidelines established by other nationally known detention facilities or the CDC.

S. Tele-radiology Service Provider

The Service Provider shall use the services of a Tele-radiology Service Provider (TSP) of their choice and at the Service Provider's cost. The cost of the equipment, maintenance of the equipment, training of staff, and arrangements for interpretation of the x-rays by credentialed radiologists, and transmission of data to and from the detention facility are provided by the TSP and are part of the bed day rate. The Service Provider shall coordinate with the TSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by TSP technicians is granted. The tele-radiology coordinator may be a nurse or nurse practitioner and collateral duty of the appointed staff. It is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee.

T. The contractor/service provider will notify the IHSC Field Medical Coordinator, ERO Assistant Field Officer Director (AFOD) and Contracting Officer's Representative (COR) within 24 hours of identification of a detainee with any of the following conditions:

1. Uncontrolled hypertension
2. Uncontrolled diabetes
3. Unstable Respiratory disease or any detainee requiring oxygen treatment
4. History of congestive heart failure with shortness of breath with daily activities
5. High risk pregnancy
6. Multiple unstable chronic conditions
7. Liver Failure
8. Renal Kidney failure

9. Mental health conditions:
 - a. one or more active psychiatric symptoms: disorganization, active hallucinations or delusions, severe depressive symptoms, suicidal ideation, marked anxiety or impulsivity
 - b. History of more than two psychiatric hospitalizations in the past 3 months and still presenting moderate to severe symptoms
 - c. Presently taking psychiatric medications and still presenting active moderate to severe symptoms
 - d. Continues to display harm to self or others in spite of treatment and/or hospitalization
 - e. Serious limitations in mental functions (communicating, taking care of daily activities of living, social skills, etc) due to mental disability or severe medical conditions impairing mental function (i.e.: dementia).
10. Confirmed tuberculosis disease
11. Suspected tuberculosis disease on anti-tuberculosis treatment

U. Anthrax Attack

In the event of an anthrax attack where detainees have been or are suspected to have been exposed to anthrax spores, the Service Provider will provide the appropriate medical countermeasures within six (6) hours of the emergency declaration to include non-pharmacological countermeasures such as decontamination and pharmacological countermeasures to include the appropriate antibiotic. To ensure proper pharmacological care, the Service Provider will adhere to at least one of the following:

1. Maintain an independent cache of antibiotics that could be administered to the maximum number of detainees that may be located within the Facility within a six (6) hour period after an emergency declaration on any given day and time.
2. Partner with ICE where ICE provided medical countermeasures (MCM) will be stored at the Facility behind two pharmacy-approved locks, in a climate controlled environment that remains within the temperature range of 68° – 77° F at all times, is accessible within one (1) hour after an emergency declaration on any given day and time, and the ability to provide accountability reports to ICE as required (at least quarterly). The ICE provided MCM will be administered only to ICE detainees. Obtain strategic national stockpile MCM from the local health department and administer to detainees within six (6) hours after an emergency declaration on any given day and time.

Article 7. Employment Screening Requirements

- A. General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.
- B. Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:

- Criminal conduct, either as substantiated by convictions or independent evidence
- Misconduct or negligence in employment
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation
- Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others
- Falsification and/or omission of pertinent information to influence a favorable employment decision
- Dishonest conduct, to include failure to honor just debts
- National security concerns
- Any other legitimate nondiscriminatory reason that DHS or its components find would adversely affect the efficiency of the service.

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

The Service Provider shall certify that each employee working on this Agreement has a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

C. SUITABILITY DETERMINATIONS

DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU.

D. BACKGROUND INVESTIGATIONS

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

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

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

Foreign National Relatives or Associates Statement

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

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

Authorization for Release of Medical Information

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

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

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS

IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

E. TRANSFERS FROM OTHER DHS CONTRACTS:

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

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

F. CONTINUED ELIGIBILITY

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

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

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

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

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

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

G. EMPLOYMENT ELIGIBILITY

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

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

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

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

H. SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

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

I. INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures

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

J. INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

Article 8. Period of Performance

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 90 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article 10. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

If there is a minimum guaranteed population, effective on the 10th day after any termination notification (from either party), the guaranteed minimum will no longer apply and ICE will only pay for actual bed usage.

Article 9. Inspections, Audit, Surveys, and Tours

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.
- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
- E. Access to Detainee and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

Article 10. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will

become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.

B. Change Orders:

1. The Contracting Officer may under at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
 - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
 - (b) Place of performance of the services.
2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.

C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article 11. Adjusting the Bed Day Rate

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate adjustment by

submitting the Jail Operating Expense Information Form to the CO. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information submitted through the eIGA System, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

The Service Provider may request an equitable adjustment per the manner specified in the Federal Acquisition Regulations.

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

Article 12. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

1. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-ERO-FOD-ELP

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

802-288-7658

3. By e-mail:

Invoice.Consolidation@dhs.gov

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

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.
15. For Mileage, the itemized monthly invoice shall include a copy of the GSA webpage that shows the mileage rate being applied for that invoice.

Items 1 through 14 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.

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

Article 13. ICE Furnished Property

- A. ICE Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all ICE furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the Facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any ICE property immediately to ICE.

Article 14. Hold Harmless Provisions

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

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 15. Financial Records

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

Article 16. Guard Services

- A. The Service Provider agrees to provide stationary guard services, at a separately agreed hourly rate, on demand by the COR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COR. Qualified detention officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by CO or COR to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COR.
- B. The Service Provider shall be authorized [REDACTED] officers for each such remote location, unless additional officers are required, per the direction of the COR or designated ICE officer. Except in cases of an emergency, [REDACTED] above referenced officers shall be of the same sex as the detainees being assigned to the remote location.
- C. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the

detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided during the invoiced period.

Article 17. Contracting Officer's Representative (COR)

- A. The COR will be designated by the Contracting Officer. When and if the COR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Service Provider believe it has received direction that is not within the scope of the agreement; the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.

Article 18. Labor Standards and Wage Determination

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of [REDACTED] or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)

Article 19. Notification and Public Disclosures

- A. Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.

- B. The CO shall be notified in writing of all litigation pertaining to this IGSA and provided copies of any pleadings filed or said litigation within five working days of the filing. The Service Provider shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Service Provider litigation.
- C. The Service Provider shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Service Provider shall coordinate all public information related issues pertaining to ICE detainees with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs. The Service Provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.
- D. With respect to public announcements and press statements, the Service Provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

Article 20. Incident Reporting

- A. The COR shall be notified immediately in the event of all serious incidents. The COR will provide after-hours contact information to the Service Provider at the time of award.
- B. Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
- C. The Service Provider agrees to cooperate with any Federal investigation concerning incidents and treatment involving ICE detainees to the full extent of its authorities, including providing access to any relevant databases, personnel, and documents.

Article 21. Detainee Privacy

- A. The Service Provider agrees to comply with the Privacy Act of 1974 (“Act”) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- B. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.
 - 1. “Operation of a system of records,” as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
 - 2. “Record,” as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
 - 3. “System of records on individuals,” as used in this Article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 22. Zero Tolerance for Sexual Harassment, Abuse, and Assault

- A. The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program of which training will include training on working with vulnerable populations and addressing their vulnerability in the general population. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA) and 2011 PBNDS 2.11.
- B. The Service Provider will ensure that information regarding the facility’s policy on sexual abuse/assault is included in the detainee handbook; that the facility articulates to staff and to detainees and adheres to a standard of zero tolerance for incidents of

sexual abuse or assault; that detainees shall be encouraged to promptly report acts of harassment of a sexual nature, or abuse or signs of abuse observed; that victims of sexual abuse are given timely access to emergency medical treatment and crisis intervention services; that training is included for all staff to ensure that they fulfill their responsibilities under the Service Providers' Sexual Abuse and Assault Prevention and Intervention Program; that the facility reports immediately all sexual abuse and/or assault to ICE/ERO; that the Service Provider develops and implements a policy that includes: an evidence protocol for sexual assault, including access to a forensic medical exam, an internal administrative investigation process that will not compromise a criminal investigation. The Service Provider will also maintain a policy that requires medical staff to report allegations or suspicions of sexual assault to appropriate facility staff, how the victim's medical, mental health and future safety needs will be addressed; appropriate disciplinary sanctions, how a detainee may contact the Office of the Inspector General to confidentially report sexual abuse or assault.

Article 23. Detainee Telephone Services (DTS)

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- D. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

- E. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

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

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

Article 24. Government Use of Wireless Communication Devices

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

Article 25. Certified Cost and Pricing Data

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

(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C) Subcontractor Certified Cost or Pricing Data

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

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

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

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

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

D) Subcontractor Certified Cost or Pricing Data – Modifications

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

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

(2) Be limited to such modifications.

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

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

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

E) Price Reduction for Defective Certified Cost or Pricing Data

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

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

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

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

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

(c)

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

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

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

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

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

(2)

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

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

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

(ii) An offset shall not be allowed if –

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

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

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

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

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

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

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

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

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

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

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

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

(d)

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

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

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

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

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

(2)

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

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

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

(ii) An offset shall not be allowed if -

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

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

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

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

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

Certificate of Current Cost or Pricing Data

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

Service Provider _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

Article 26. Combating Trafficking in Persons

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

“Coercion” means—

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

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

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a

security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

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

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

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

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

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

“Severe forms of trafficking in persons” means—

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

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

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

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

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

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

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

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

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

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

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

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

Article 27. Order of Precedence

Should there be a conflict between the 2011 PBNDS and other any other term and/or condition of the IGSA, the Service Provider shall contact the Contracting Officer for clarification.

Article 28. Reporting Executive Compensation and First-Tier Subcontract Awards

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

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

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

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

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

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

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

(d)

- (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—
 - (i) In the Contractor’s preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) [REDACTED] or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

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

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

Article 29. Exclusivity

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

Article 30. Use of Service Provider's Policies and Procedures

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

Article 31. Accreditation

The Service Provider shall have eighteen (18) months from issuance of the task order to fund this Agreement to become American Correctional Association (ACA) accredited. The Service Provider shall, within nine (9) months from the date this facility becomes operational, formally apply for accreditation to the ACA. Once full accreditation has been obtained, the Service Provider shall maintain this accreditation throughout the life of the Agreement, inclusive of any period extensions. The Service Provider shall provide the Contracting Officer with written proof of such application within five (5) days of the

application. The Service Provider shall provide the Contracting Officer with written proof of its accreditation within five (5) days of notification of its accreditation.

Article 32. Quality Control

- A. The Service Provider is responsible for management and quality control actions necessary to meet the quality standards set forth in the Agreement. The Service Provider must provide a Quality Control Plan (QCP) that meets the requirements specified in the Performance Requirements Summary (PRS), Attachment 5A to the CO for concurrence prior to award of the IGSA (or as directed by the CO). The CO will notify the Service Provider of concurrence or required modifications to the plan before the Agreement start date. If a modification to the plan is required, the Service Provider must make appropriate modifications and obtain concurrence of the revised plan by the CO before the contract start date.
- B. The Service Provider shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Service Provider shall periodically review and update the QCP policies and procedures at least on an annual basis. The Service Provider shall audit facility's operations associated with ICE and ICE detainees monthly for compliance with the QCP. The Service Provider shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Service Provider's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plans to the COR.
- C. If the Service Provider proposes changes in the QCP after contract award, the Service Provider shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

Article 33. Quality Assurance Surveillance Program (QASP)

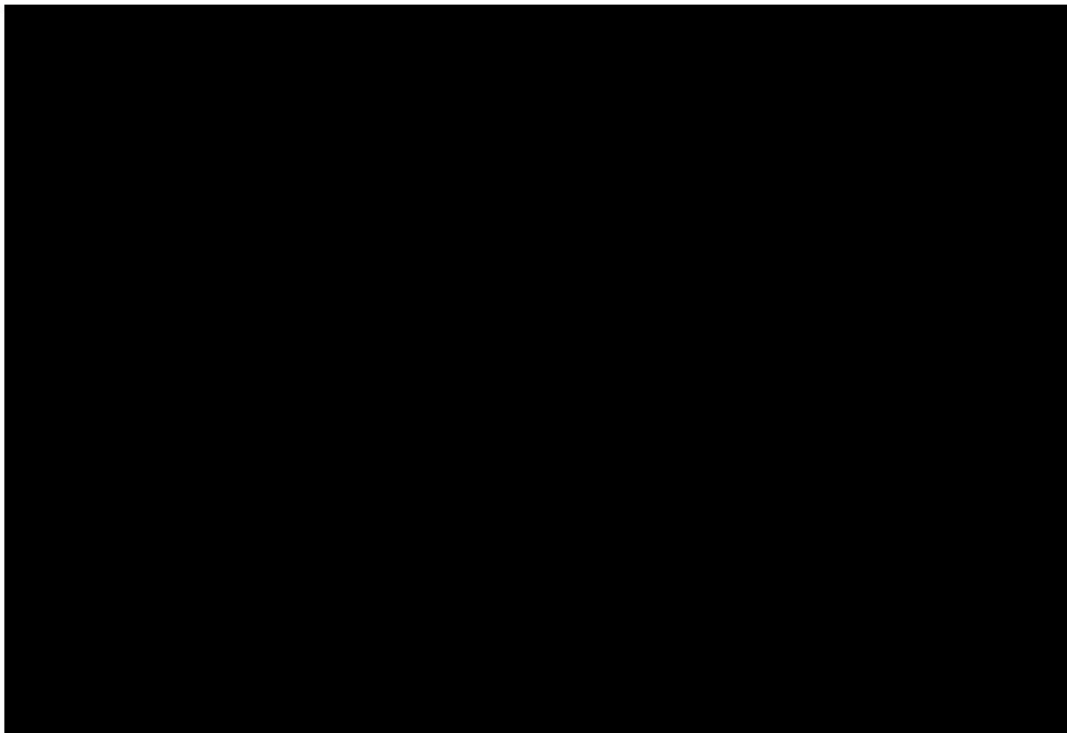
- A. The Government's Quality Assurance Surveillance Program is based on the premise that the Service Provider, and not the Government, is responsible for management and quality control actions to meet the terms of the Agreement. The Quality Assurance Surveillance Plan (QASP) procedures recognize that unforeseen problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.
- B. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider's operations and after completion of the tasks.
- C. When the Service Provider is advised of any unsatisfactory condition(s), the Service Provider shall submit a written report to the COR addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.

- D. The COR may check the Service Provider's performance and document any noncompliance; only the Contracting Officer may take formal action against the Service Provider for unsatisfactory performance.
- E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services, the appropriate reductions, and the total payment due.
- F. Attachment 5 of this Agreement sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Service Provider. It presents the financial values and mechanisms for applying adjustments to the Service Provider's invoices as dictated by work performance measured to the desired level of accomplishment.
 - 1. The purpose of the QASP is to:
 - a. Define the roles and responsibilities of participating Government officials.
 - b. Define the types of work to be performed.
 - c. Describe the evaluation methods that will be employed by the Government in assessing the Service Provider's performance.
 - d. Describe the process of performance documentation.
 - 2. Roles and Responsibilities of Participating Government Officials
 - a. The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Service Provider on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Service Provider's work performance.
 - b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Service Provider's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Service Provider's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Service Provider's performance, e.g., monetary adjustments for inadequate performance.
- G. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this Agreement. Any reductions in the Service Provider's invoice shall reflect the contract's reduced value resulting from the Service Provider's failure to perform required services. The Service Provider shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

Article 34. Physical Plant Requirements

A. Enforcement and Removal Operations Office Space

The Service Provider shall refer to ICE Design Standards (*ICE Design Standards Website to be Inserted Here*) for specific office and workstation sizes and specific furnishing requirements for a [REDACTED] bed facility. The Standards include but are not limited to the following:



- s. File rooms (see Standards for size and quantity)
- t. Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- u. Employee break rooms (see Standards for size and quantity)
- v. IT computer support rooms must be provided through out ICE space per the specifications. Including specialized requirements for climate control of IT equipment rooms for PHS, EOIR and ICE office area.
- w. Actual location, layout, configuration, and size of rooms will be determined during the final design phase.

B. Office of the Principle Legal Advisor (OPLA) Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a [REDACTED] bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The Standards include but are not limited to the following:

1. ■ Office – Deputy Chief Counsel (see Standards for size)
2. ■ Offices – Assistant Chief Counsel (see Standards for size)
3. ■ Workstations - Legal Technicians (see Standards for size)
4. ■ Workstation - Mail/File Clerk
5. Office support space must be provided per the ICE/OPLA Design Standards.

C. Executive Office for Immigration Review (EOIR) Space

Refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing requirements for a ■ bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The Standards include but are not limited to the following:

1. 4 - Courtrooms and accompanying office and support space as per the EOIR Design Standards for a ■ bed facility. The office space is per the EOIR Design Standards. Each courtroom should have the capability to hold live court as well as hold video tele-conferencing court. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Guide and specifications.
2. 15 - Hard walled offices (see Standards for size)
3. 15 - Workstations (see Standards for size)
4. Visitation space must be provided to meet the ACA and PBNDS 2011 standards.
5. Separate entrance for judges required with complete security system and access to parking lot. Must be ADA compliant.
6. EOIR Support Space must be provided per the EOIR Design Standards.

D. Health Services Space

Health Services Space: Health services will be provided by the Service Provider or if applicable, through its sub-Service Provider. Healthcare Services Design Standards shall be in accordance with applicable ICE requirements when provided by the Service Provider.

E. Processing Area

The processing area shall be designed to process detainees as required in high frequency rates and varying numbers i.e., a busload up to ■ detainees at one time. The processing area shall be in compliance with the ICE Hold Room Standard and the 2011 PBNDS.

F. Furniture

All furniture and case goods shall be furnished by the Service Provider in accordance with ICE Design Guide and specifications, which include ICE support space and all

operational components which include EOIR, OPLA and IHSC space as required in accordance with the ICE Design Standards.

G. ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Service Provider at time of construction.

NOTE: ICE IT system must be a complete, independent and physically separate system from the Service Provider's IT system. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

H. Communication Equipment

1. The Service Provider shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE must be established on all reoccurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

2. *Service Provider to Insert specifications for communications system here.*

NOTE: ICE communication system must be a complete, independent and physically separate system from the Service Provider communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design.

"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.: 2015-5455
Revision No.: 12
Date Of Last Revision: 12/23/2019

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

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

State: New Mexico

Area: New Mexico Counties of Chaves Eddy Lincoln Otero

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE
RATE

FOOTNOTE

01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I
13.91
01012 - Accounting Clerk II
15.62
01013 - Accounting Clerk III
17.47
01020 - Administrative Assistant
25.86

01035 - Court Reporter	
16.85	
01041 - Customer Service Representative I	
11.33	
01042 - Customer Service Representative II	
12.73	
01043 - Customer Service Representative III	
13.89	
01051 - Data Entry Operator I	
12.27	
01052 - Data Entry Operator II	
13.38	
01060 - Dispatcher Motor Vehicle	19.51
01070 - Document Preparation Clerk	
13.41	
01090 - Duplicating Machine Operator	
13.41	
01111 - General Clerk I	
11.09	
01112 - General Clerk II	
12.10	
01113 - General Clerk III	
13.59	
01120 - Housing Referral Assistant	
18.78	
01141 - Messenger Courier	
10.47	
01191 - Order Clerk I	
12.29	
01192 - Order Clerk II	
13.41	
01261 - Personnel Assistant (Employment) I	
15.72	
01262 - Personnel Assistant (Employment) II	
17.59	
01263 - Personnel Assistant (Employment) III	
19.60	
01270 - Production Control Clerk	
24.44	
01290 - Rental Clerk	
12.21	
01300 - Scheduler Maintenance	15.06
01311 - Secretary I	
15.06	
01312 - Secretary II	
16.85	
01313 - Secretary III	
18.78	
01320 - Service Order Dispatcher	
17.25	

01410 - Supply Technician	
25.23	
01420 - Survey Worker	
15.07	
01460 - Switchboard Operator/Receptionist	
11.82	
01531 - Travel Clerk I	
11.16	
01532 - Travel Clerk II	
12.20	
01533 - Travel Clerk III	
13.19	
01611 - Word Processor I	
13.41	
01612 - Word Processor II	
15.06	
01613 - Word Processor III	
16.85	
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.37
05010 - Automotive Electrician	
16.32	
05040 - Automotive Glass Installer	
15.14	
05070 - Automotive Worker	
15.14	
05110 - Mobile Equipment Servicer	
12.74	
05130 - Motor Equipment Metal Mechanic	
17.55	
05160 - Motor Equipment Metal Worker	
15.14	
05190 - Motor Vehicle Mechanic	
17.55	
05220 - Motor Vehicle Mechanic Helper	
11.55	
05250 - Motor Vehicle Upholstery Worker	
13.93	
05280 - Motor Vehicle Wrecker	
15.14	
05310 - Painter Automotive	16.32
05340 - Radiator Repair Specialist	
15.14	
05370 - Tire Repairer	
13.30	
05400 - Transmission Repair Specialist	
17.55	
07000 - Food Preparation And Service Occupations	
07010 - Baker	
11.93	

07041 - Cook I	
10.96	
07042 - Cook II	
13.02	
07070 - Dishwasher	
9.09	
07130 - Food Service Worker	
9.48	
07210 - Meat Cutter	
13.13	
07260 - Waiter/Waitress	
8.87	
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	
20.93	
09040 - Furniture Handler	
12.89	
09080 - Furniture Refinisher	
20.93	
09090 - Furniture Refinisher Helper	
16.19	
09110 - Furniture Repairer Minor	19.26
09130 - Upholsterer	
20.93	
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.64
11060 - Elevator Operator	
10.64	
11090 - Gardener	
16.16	
11122 - Housekeeping Aide	
10.84	
11150 - Janitor	
10.84	
11210 - Laborer Grounds Maintenance	11.61
11240 - Maid or Houseman	
10.27	
11260 - Pruner	
10.21	
11270 - Tractor Operator	
14.64	
11330 - Trail Maintenance Worker	
11.61	
11360 - Window Cleaner	
12.33	
12000 - Health Occupations	
12010 - Ambulance Driver	
15.52	
12011 - Breath Alcohol Technician	
19.55	

12012 - Certified Occupational Therapist Assistant
27.33
12015 - Certified Physical Therapist Assistant
23.20
12020 - Dental Assistant
15.93
12025 - Dental Hygienist
38.99
12030 - EKG Technician
33.12
12035 - Electroneurodiagnostic Technologist
33.12
12040 - Emergency Medical Technician
15.52
12071 - Licensed Practical Nurse I
19.54
12072 - Licensed Practical Nurse II
21.86
12073 - Licensed Practical Nurse III
24.36
12100 - Medical Assistant
13.56
12130 - Medical Laboratory Technician
20.17
12160 - Medical Record Clerk
13.32
12190 - Medical Record Technician
14.91
12195 - Medical Transcriptionist
19.04
12210 - Nuclear Medicine Technologist
48.02
12221 - Nursing Assistant I
11.22
12222 - Nursing Assistant II
12.61
12223 - Nursing Assistant III
13.76
12224 - Nursing Assistant IV
15.45
12235 - Optical Dispenser
14.92
12236 - Optical Technician
13.62
12250 - Pharmacy Technician
14.82
12280 - Phlebotomist
13.52
12305 - Radiologic Technologist
25.92

12311 - Registered Nurse I	
23.99	
12312 - Registered Nurse II	
28.64	
12313 - Registered Nurse II Specialist	28.64
12314 - Registered Nurse III	
34.65	
12315 - Registered Nurse III Anesthetist	34.65
12316 - Registered Nurse IV	
41.55	
12317 - Scheduler (Drug and Alcohol Testing)	
25.86	
12320 - Substance Abuse Treatment Counselor	
24.28	
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	
19.15	
13012 - Exhibits Specialist II	
23.08	
13013 - Exhibits Specialist III	
27.03	
13041 - Illustrator I	
19.15	
13042 - Illustrator II	
23.08	
13043 - Illustrator III	
27.03	
13047 - Librarian	
24.46	
13050 - Library Aide/Clerk	
11.49	
13054 - Library Information Technology Systems	
22.09	
Administrator	
13058 - Library Technician	
17.24	
13061 - Media Specialist I	
15.83	
13062 - Media Specialist II	
17.83	
13063 - Media Specialist III	
19.88	
13071 - Photographer I	
13.92	
13072 - Photographer II	
16.45	
13073 - Photographer III	
20.57	
13074 - Photographer IV	
24.45	

13075 - Photographer V
28.55
13090 - Technical Order Library Clerk
15.49
13110 - Video Teleconference Technician
14.70
14000 - Information Technology Occupations
14041 - Computer Operator I
13.67
14042 - Computer Operator II
15.46
14043 - Computer Operator III
17.25
14044 - Computer Operator IV
19.17
14045 - Computer Operator V
21.22
14071 - Computer Programmer I (see 1)
21.43
14072 - Computer Programmer II (see 1)
26.56
14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator
13.67
14160 - Personal Computer Support Technician
22.41
14170 - System Support Specialist
30.21
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
28.42
15020 - Aircrew Training Devices Instructor (Rated)
34.38
15030 - Air Crew Training Devices Instructor (Pilot)
41.21
15050 - Computer Based Training Specialist / Instructor
28.42
15060 - Educational Technologist
35.31
15070 - Flight Instructor (Pilot)
41.21

15080 - Graphic Artist	
19.52	
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.31
15086 - Maintenance Test Pilot Rotary Wing	40.31
15088 - Non-Maintenance Test/Co-Pilot	
40.31	
15090 - Technical Instructor	
20.77	
15095 - Technical Instructor/Course Developer	
25.42	
15110 - Test Proctor	
16.78	
15120 - Tutor	
16.78	
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	
10.00	
16030 - Counter Attendant	
10.00	
16040 - Dry Cleaner	
11.50	
16070 - Finisher Flatwork Machine	10.00
16090 - Presser Hand	10.00
16110 - Presser Machine Drycleaning	10.00
16130 - Presser Machine Shirts	10.00
16160 - Presser Machine Wearing Apparel Laundry	10.00
16190 - Sewing Machine Operator	
11.99	
16220 - Tailor	
12.45	
16250 - Washer Machine	10.56
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	
23.01	
19040 - Tool And Die Maker	
29.44	
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
14.20	
21030 - Material Coordinator	
24.44	
21040 - Material Expediter	
24.44	
21050 - Material Handling Laborer	
13.39	
21071 - Order Filler	
11.13	
21080 - Production Line Worker (Food Processing)	
14.20	
21110 - Shipping Packer	

15.35	21130 - Shipping/Receiving Clerk	
15.36	21140 - Store Worker I	
10.05	21150 - Stock Clerk	
14.58	21210 - Tools And Parts Attendant	
14.20	21410 - Warehouse Specialist	
14.20	23000 - Mechanics And Maintenance And Repair Occupations	
	23010 - Aerospace Structural Welder	
28.41	23019 - Aircraft Logs and Records Technician	
21.12	23021 - Aircraft Mechanic I	
26.61	23022 - Aircraft Mechanic II	
28.41	23023 - Aircraft Mechanic III	
30.07	23040 - Aircraft Mechanic Helper	
17.51	23050 - Aircraft Painter	22.59
	23060 - Aircraft Servicer	
21.12	23070 - Aircraft Survival Flight Equipment Technician	
22.59	23080 - Aircraft Worker	
22.95	23091 - Aircrew Life Support Equipment (ALSE) Mechanic	
22.95	I	
	23092 - Aircrew Life Support Equipment (ALSE) Mechanic	
26.61	II	
	23110 - Appliance Mechanic	
23.01	23120 - Bicycle Repairer	
16.59	23125 - Cable Splicer	
29.85	23130 - Carpenter Maintenance	19.38
	23140 - Carpet Layer	
21.34	23160 - Electrician Maintenance	23.73
	23181 - Electronics Technician Maintenance I	
22.26	23182 - Electronics Technician Maintenance II	

24.01	23183 - Electronics Technician Maintenance III	
25.83	23260 - Fabric Worker	
19.64	23290 - Fire Alarm System Mechanic	
24.33	23310 - Fire Extinguisher Repairer	
17.95	23311 - Fuel Distribution System Mechanic	
28.99	23312 - Fuel Distribution System Operator	
22.25	23370 - General Maintenance Worker	
15.54	23380 - Ground Support Equipment Mechanic	
26.61	23381 - Ground Support Equipment Servicer	
21.12	23382 - Ground Support Equipment Worker	
22.95	23391 - Gunsmith I	
17.95	23392 - Gunsmith II	
21.34	23393 - Gunsmith III	
24.75	23410 - Heating Ventilation And Air-Conditioning Mechanic	19.50
	23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	20.86
	23430 - Heavy Equipment Mechanic	
25.77	23440 - Heavy Equipment Operator	
20.53	23460 - Instrument Mechanic	
24.75	23465 - Laboratory/Shelter Mechanic	
23.01	23470 - Laborer	
13.39	23510 - Locksmith	
21.51	23530 - Machinery Maintenance Mechanic	
24.84	23550 - Machinist Maintenance	23.87
	23580 - Maintenance Trades Helper	
14.79	23591 - Metrology Technician I	
24.75		

23592 - Metrology Technician II	
26.42	
23593 - Metrology Technician III	
27.96	
23640 - Millwright	
24.75	
23710 - Office Appliance Repairer	
22.87	
23760 - Painter Maintenance	19.21
23790 - Pipefitter Maintenance	21.33
23810 - Plumber Maintenance	20.03
23820 - Pneudraulic Systems Mechanic	
24.75	
23850 - Rigger	
24.75	
23870 - Scale Mechanic	
21.34	
23890 - Sheet-Metal Worker Maintenance	22.40
23910 - Small Engine Mechanic	
16.10	
23931 - Telecommunications Mechanic I	
24.39	
23932 - Telecommunications Mechanic II	
26.03	
23950 - Telephone Lineman	
21.43	
23960 - Welder Combination Maintenance	24.84
23965 - Well Driller	
22.58	
23970 - Woodcraft Worker	
24.75	
23980 - Woodworker	
17.95	
24000 - Personal Needs Occupations	
24550 - Case Manager	
15.53	
24570 - Child Care Attendant	
9.00	
24580 - Child Care Center Clerk	
11.22	
24610 - Chore Aide	
9.22	
24620 - Family Readiness And Support Services	
15.53	
Coordinator	
24630 - Homemaker	
15.53	
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	
24.92	

25040 - Sewage Plant Operator
18.56
25070 - Stationary Engineer
24.75
25190 - Ventilation Equipment Tender
16.40
25210 - Water Treatment Plant Operator
18.56
27000 - Protective Service Occupations
27004 - Alarm Monitor
16.03
27007 - Baggage Inspector
12.56
27008 - Corrections Officer
18.66
27010 - Court Security Officer
18.66
27030 - Detection Dog Handler
14.84
27040 - Detention Officer
18.66
27070 - Firefighter
19.83
27101 - Guard I
12.56
27102 - Guard II
14.84
27131 - Police Officer I
21.77
27132 - Police Officer II
24.19
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
15.25
28042 - Carnival Equipment Repairer
16.84
28043 - Carnival Worker
10.52
28210 - Gate Attendant/Gate Tender
13.60
28310 - Lifeguard
11.90
28350 - Park Attendant (Aide)
15.22
28510 - Recreation Aide/Health Facility Attendant
11.10
28515 - Recreation Specialist
16.47
28630 - Sports Official
12.11

28690 - Swimming Pool Operator	
19.99	
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	
24.99	
29020 - Hatch Tender	
24.99	
29030 - Line Handler	
24.99	
29041 - Stevedore I	
22.97	
29042 - Stevedore II	
27.80	
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	
18.13	
30022 - Archeological Technician II	
20.27	
30023 - Archeological Technician III	
25.11	
30030 - Cartographic Technician	
25.12	
30040 - Civil Engineering Technician	
20.18	
30051 - Cryogenic Technician I	
23.79	
30052 - Cryogenic Technician II	
26.27	
30061 - Drafter/CAD Operator I	
15.50	
30062 - Drafter/CAD Operator II	
16.81	
30063 - Drafter/CAD Operator III	
19.99	
30064 - Drafter/CAD Operator IV	
26.25	
30081 - Engineering Technician I	
15.71	
30082 - Engineering Technician II	
17.63	
30083 - Engineering Technician III	
20.27	
30084 - Engineering Technician IV	
24.96	
30085 - Engineering Technician V	
29.90	
30086 - Engineering Technician VI	

36.17	30090 - Environmental Technician		
21.45	30095 - Evidence Control Specialist		
21.48	30210 - Laboratory Technician		
19.91	30221 - Latent Fingerprint Technician I		
23.79	30222 - Latent Fingerprint Technician II		
26.27	30240 - Mathematical Technician		
24.90	30361 - Paralegal/Legal Assistant I		
19.11	30362 - Paralegal/Legal Assistant II		
23.67	30363 - Paralegal/Legal Assistant III		
28.95	30364 - Paralegal/Legal Assistant IV		
35.03	30375 - Petroleum Supply Specialist		
26.27	30390 - Photo-Optics Technician		
22.90	30395 - Radiation Control Technician		
26.27	30461 - Technical Writer I		
26.05	30462 - Technical Writer II		
31.87	30463 - Technical Writer III		
38.56	30491 - Unexploded Ordnance (UXO) Technician I		
24.65	30492 - Unexploded Ordnance (UXO) Technician II		
29.82	30493 - Unexploded Ordnance (UXO) Technician III		
35.74	30494 - Unexploded (UXO) Safety Escort		
24.65	30495 - Unexploded (UXO) Sweep Personnel		
24.65	30501 - Weather Forecaster I		
23.79	30502 - Weather Forecaster II		
28.93	30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	19.99
	30621 - Weather Observer Senior	(see 2)	21.48

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	
29.82	
31020 - Bus Aide	
10.63	
31030 - Bus Driver	
16.15	
31043 - Driver Courier	
15.07	
31260 - Parking and Lot Attendant	
10.64	
31290 - Shuttle Bus Driver	
16.49	
31310 - Taxi Driver	
11.46	
31361 - Truckdriver Light	16.49
31362 - Truckdriver Medium	18.89
31363 - Truckdriver Heavy	21.56
31364 - Truckdriver Tractor-Trailer	21.56
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	
14.54	
99030 - Cashier	
10.01	
99050 - Desk Clerk	
10.35	
99095 - Embalmer	
24.24	
99130 - Flight Follower	
24.65	
99251 - Laboratory Animal Caretaker I	
10.17	
99252 - Laboratory Animal Caretaker II	
11.22	
99260 - Marketing Analyst	
24.11	
99310 - Mortician	
24.24	
99410 - Pest Controller	
16.47	
99510 - Photofinishing Worker	
12.95	
99710 - Recycling Laborer	
16.49	
99711 - Recycling Specialist	
21.04	
99730 - Refuse Collector	
14.23	
99810 - Sales Clerk	
10.82	

99820 - School Crossing Guard
11.34
99830 - Survey Party Chief
25.03
99831 - Surveying Aide
17.33
99832 - Surveying Technician
20.46
99840 - Vending Machine Attendant
13.15
99841 - Vending Machine Repairer
16.69
99842 - Vending Machine Repairer Helper
13.15

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance 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))."