

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	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) RIO GRANDE COUNTY OF 925 6TH ST STE 207 DEL NORTE CO 811329999		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0941614940000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0001	
		10B. DATED (SEE ITEM 13) 12/15/2016	

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) In accordance with the agreement

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: 094161494
Contracting Officer's Representative (COR):

[REDACTED] (720) 875-[REDACTED]

Contracting Officer (CO):

[REDACTED] (202) 732-[REDACTED]

Contract Specialist (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) Donald G. McDonald, Sheriff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15B. CONTRACTOR/OFFEROR [Signature] (Signature of person authorized to sign)	15C. DATE SIGNED 2/27/20

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001/P00001

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NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>----- The purpose of this no cost modification is to change the standards from NDS 2000 to NDS 2019. ----- Period of Performance: 12/15/2016 to 12/14/2021 ----- All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RIO GRANDE COUNTY OF 925 6TH ST STE 207 DEL NORTE CO 811329999	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0001
		10B. DATED (SEE ITEM 13) 12/15/2016

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	IAW with IGSA EROIGSA-17-0001

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: 094161494
 Contracting Officer's Representative (COR):
 [REDACTED], (720) 875-[REDACTED]
 Alternate COR:
 [REDACTED], (720) 875-[REDACTED]
 Contracting Officer (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)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001/P00002

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NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>[REDACTED]</p> <p>Contract Specialist (CS): [REDACTED] (202) 732-[REDACTED] [REDACTED]</p> <p>---</p> <p>The purpose of this Administrative modification to agreement EROIGSA-17-0001 is to change [REDACTED] [REDACTED] from Contracting Officer's Representative (COR) to Alternate COR and to appoint [REDACTED] [REDACTED] as the new COR.</p> <p>Period of Performance: 12/15/2016 to 12/14/2021 ---</p> <p>All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RIO GRANDE COUNTY OF 925 6TH ST STE 207 DEL NORTE CO 811329999	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0001
		10B. DATED (SEE ITEM 13) 12/15/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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	D. OTHER (Specify type of modification and authority)
X	IAW with IGSA EROIGSA-17-0001

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: 094161494
 Contracting Officer's Representative (COR):
 [REDACTED], (720) 875-[REDACTED]
 Alternate COR:
 [REDACTED] (720) 875-[REDACTED]
 Contracting Officer: [REDACTED], 202-732-[REDACTED]
 Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001/P00003

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NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist: [REDACTED] 202-732-[REDACTED] [REDACTED]</p> <p>---</p> <p>The purpose of this Administrative modification to agreement EROIGSA-17-0001 is to incorporate the updated Wage Determination 2015-5433 Rev. 15, Dated: 06/06/2020.</p> <p>Period of Performance: 12/15/2016 to 12/14/2021 ---</p> <p>All other terms and conditions remain unchanged.</p>				

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5433 Revision No.: 15 Date Of Last Revision: 06/06/2020
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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: Colorado

Area: Colorado Counties of Alamosa Baca Bent Conejos Costilla Crowley
 Custer Huerfano Kiowa Las Animas Mineral Otero Prowers Rio Grande
 Saguache

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.38
01012 - Accounting Clerk II		16.14
01013 - Accounting Clerk III		18.06
01020 - Administrative Assistant		22.17
01035 - Court Reporter		17.82
01041 - Customer Service Representative I		13.23
01042 - Customer Service Representative II		14.88
01043 - Customer Service Representative III		16.24
01051 - Data Entry Operator I		12.61
01052 - Data Entry Operator II		13.76
01060 - Dispatcher Motor Vehicle		18.65
01070 - Document Preparation Clerk		14.18
01090 - Duplicating Machine Operator		14.18
01111 - General Clerk I		12.95
01112 - General Clerk II		14.14
01113 - General Clerk III		15.87
01120 - Housing Referral Assistant		19.86
01141 - Messenger Courier		11.56
01191 - Order Clerk I		15.07
01192 - Order Clerk II		16.45
01261 - Personnel Assistant (Employment) I		17.50
01262 - Personnel Assistant (Employment) II		19.58
01263 - Personnel Assistant (Employment) III		21.82
01270 - Production Control Clerk		21.48
01290 - Rental Clerk		13.56
01300 - Scheduler Maintenance		15.92
01311 - Secretary I		15.92
01312 - Secretary II		17.82

01313 - Secretary III	19.86
01320 - Service Order Dispatcher	17.03
01410 - Supply Technician	22.17
01420 - Survey Worker	14.35
01460 - Switchboard Operator/Receptionist	13.34
01531 - Travel Clerk I	12.41
01532 - Travel Clerk II	13.33
01533 - Travel Clerk III	14.07
01611 - Word Processor I	14.18
01612 - Word Processor II	15.92
01613 - Word Processor III	17.82
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.17
05010 - Automotive Electrician	20.69
05040 - Automotive Glass Installer	18.99
05070 - Automotive Worker	18.99
05110 - Mobile Equipment Servicer	15.65
05130 - Motor Equipment Metal Mechanic	20.69
05160 - Motor Equipment Metal Worker	18.99
05190 - Motor Vehicle Mechanic	18.88
05220 - Motor Vehicle Mechanic Helper	14.74
05250 - Motor Vehicle Upholstery Worker	18.68
05280 - Motor Vehicle Wrecker	18.99
05310 - Painter Automotive	20.09
05340 - Radiator Repair Specialist	18.99
05370 - Tire Repairer	13.54
05400 - Transmission Repair Specialist	18.81
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.78
07041 - Cook I	12.63
07042 - Cook II	14.63
07070 - Dishwasher	11.34
07130 - Food Service Worker	11.81
07210 - Meat Cutter	14.92
07260 - Waiter/Waitress	10.64
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.70
09040 - Furniture Handler	14.64
09080 - Furniture Refinisher	22.70
09090 - Furniture Refinisher Helper	17.54
09110 - Furniture Repairer Minor	20.58
09130 - Upholsterer	22.70
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.91
11060 - Elevator Operator	12.75
11090 - Gardener	19.73
11122 - Housekeeping Aide	12.75
11150 - Janitor	12.75
11210 - Laborer Grounds Maintenance	15.16
11240 - Maid or Houseman	11.70
11260 - Pruner	14.03
11270 - Tractor Operator	18.16
11330 - Trail Maintenance Worker	15.16
11360 - Window Cleaner	13.78
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	19.39
12012 - Certified Occupational Therapist Assistant	26.59
12015 - Certified Physical Therapist Assistant	28.30
12020 - Dental Assistant	16.07
12025 - Dental Hygienist	39.70
12030 - EKG Technician	29.37
12035 - Electroneurodiagnostic Technologist	29.37
12040 - Emergency Medical Technician	17.99
12071 - Licensed Practical Nurse I	17.32
12072 - Licensed Practical Nurse II	19.39
12073 - Licensed Practical Nurse III	21.61
12100 - Medical Assistant	14.87

12130 - Medical Laboratory Technician	25.53
12160 - Medical Record Clerk	16.30
12190 - Medical Record Technician	18.24
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	42.59
12221 - Nursing Assistant I	11.61
12222 - Nursing Assistant II	13.05
12223 - Nursing Assistant III	14.24
12224 - Nursing Assistant IV	15.98
12235 - Optical Dispenser	16.30
12236 - Optical Technician	17.32
12250 - Pharmacy Technician	15.97
12280 - Phlebotomist	16.05
12305 - Radiologic Technologist	29.69
12311 - Registered Nurse I	23.56
12312 - Registered Nurse II	28.83
12313 - Registered Nurse II Specialist	28.83
12314 - Registered Nurse III	34.88
12315 - Registered Nurse III Anesthetist	34.88
12316 - Registered Nurse IV	41.79
12317 - Scheduler (Drug and Alcohol Testing)	24.01
12320 - Substance Abuse Treatment Counselor	24.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.97
13012 - Exhibits Specialist II	23.50
13013 - Exhibits Specialist III	28.73
13041 - Illustrator I	18.97
13042 - Illustrator II	23.50
13043 - Illustrator III	28.73
13047 - Librarian	26.02
13050 - Library Aide/Clerk	15.10
13054 - Library Information Technology Systems Administrator	23.50
13058 - Library Technician	16.30
13061 - Media Specialist I	16.95
13062 - Media Specialist II	18.97
13063 - Media Specialist III	21.15
13071 - Photographer I	16.95
13072 - Photographer II	18.97
13073 - Photographer III	23.50
13074 - Photographer IV	28.73
13075 - Photographer V	34.77
13090 - Technical Order Library Clerk	15.88
13110 - Video Teleconference Technician	18.65
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.86
14042 - Computer Operator II	15.50
14043 - Computer Operator III	17.92
14044 - Computer Operator IV	19.93
14045 - Computer Operator V	22.07
14071 - Computer Programmer I	(see 1) 16.10
14072 - Computer Programmer II	(see 1) 19.95
14073 - Computer Programmer III	(see 1) 24.40
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 26.06
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.86
14160 - Personal Computer Support Technician	19.93
14170 - System Support Specialist	22.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.06
15020 - Aircrew Training Devices Instructor (Rated)	31.53
15030 - Air Crew Training Devices Instructor (Pilot)	37.45
15050 - Computer Based Training Specialist / Instructor	26.06
15060 - Educational Technologist	25.37
15070 - Flight Instructor (Pilot)	37.45
15080 - Graphic Artist	28.48

15085 - Maintenance Test Pilot Fixed Jet/Prop	37.45
15086 - Maintenance Test Pilot Rotary Wing	37.45
15088 - Non-Maintenance Test/Co-Pilot	37.45
15090 - Technical Instructor	23.29
15095 - Technical Instructor/Course Developer	28.48
15110 - Test Proctor	19.43
15120 - Tutor	19.43
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.13
16030 - Counter Attendant	13.13
16040 - Dry Cleaner	15.02
16070 - Finisher Flatwork Machine	13.13
16090 - Presser Hand	13.13
16110 - Presser Machine Drycleaning	13.13
16130 - Presser Machine Shirts	13.13
16160 - Presser Machine Wearing Apparel Laundry	13.13
16190 - Sewing Machine Operator	15.65
16220 - Tailor	16.28
16250 - Washer Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.55
19040 - Tool And Die Maker	29.07
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.59
21030 - Material Coordinator	21.48
21040 - Material Expediter	21.48
21050 - Material Handling Laborer	14.60
21071 - Order Filler	13.00
21080 - Production Line Worker (Food Processing)	14.59
21110 - Shipping Packer	15.00
21130 - Shipping/Receiving Clerk	15.00
21140 - Store Worker I	13.19
21150 - Stock Clerk	16.65
21210 - Tools And Parts Attendant	14.59
21410 - Warehouse Specialist	14.59
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23019 - Aircraft Logs and Records Technician	20.78
23021 - Aircraft Mechanic I	25.33
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.12
23040 - Aircraft Mechanic Helper	17.83
23050 - Aircraft Painter	23.78
23060 - Aircraft Servicer	20.78
23070 - Aircraft Survival Flight Equipment Technician	23.78
23080 - Aircraft Worker	22.29
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.33
23110 - Appliance Mechanic	23.55
23120 - Bicycle Repairer	17.01
23125 - Cable Splicer	38.39
23130 - Carpenter Maintenance	19.53
23140 - Carpet Layer	22.07
23160 - Electrician Maintenance	24.13
23181 - Electronics Technician Maintenance I	24.90
23182 - Electronics Technician Maintenance II	26.59
23183 - Electronics Technician Maintenance III	28.30
23260 - Fabric Worker	20.58
23290 - Fire Alarm System Mechanic	25.08
23310 - Fire Extinguisher Repairer	19.05
23311 - Fuel Distribution System Mechanic	25.33
23312 - Fuel Distribution System Operator	19.24
23370 - General Maintenance Worker	15.96
23380 - Ground Support Equipment Mechanic	25.33
23381 - Ground Support Equipment Servicer	20.78
23382 - Ground Support Equipment Worker	22.29

23391 - Gunsmith I	19.05
23392 - Gunsmith II	22.07
23393 - Gunsmith III	25.08
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.13
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.32
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	19.00
23460 - Instrument Mechanic	25.08
23465 - Laboratory/Shelter Mechanic	23.55
23470 - Laborer	14.60
23510 - Locksmith	23.55
23530 - Machinery Maintenance Mechanic	26.22
23550 - Machinist Maintenance	19.20
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	25.08
23592 - Metrology Technician II	26.51
23593 - Metrology Technician III	27.84
23640 - Millwright	25.08
23710 - Office Appliance Repairer	21.62
23760 - Painter Maintenance	21.86
23790 - Pipefitter Maintenance	25.49
23810 - Plumber Maintenance	23.37
23820 - Pneudraulic Systems Mechanic	25.08
23850 - Rigger	25.08
23870 - Scale Mechanic	22.07
23890 - Sheet-Metal Worker Maintenance	25.08
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	29.58
23932 - Telecommunications Mechanic II	31.27
23950 - Telephone Lineman	23.03
23960 - Welder Combination Maintenance	18.50
23965 - Well Driller	25.08
23970 - Woodcraft Worker	25.08
23980 - Woodworker	19.05
24000 - Personal Needs Occupations	
24550 - Case Manager	16.27
24570 - Child Care Attendant	11.40
24580 - Child Care Center Clerk	14.28
24610 - Chore Aide	11.55
24620 - Family Readiness And Support Services Coordinator	16.27
24630 - Homemaker	16.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.31
25040 - Sewage Plant Operator	20.00
25070 - Stationary Engineer	26.31
25190 - Ventilation Equipment Tender	18.65
25210 - Water Treatment Plant Operator	19.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.27
27007 - Baggage Inspector	15.11
27008 - Corrections Officer	20.98
27010 - Court Security Officer	20.85
27030 - Detection Dog Handler	16.90
27040 - Detention Officer	20.98
27070 - Firefighter	21.08
27101 - Guard I	15.11
27102 - Guard II	16.90
27131 - Police Officer I	22.09
27132 - Police Officer II	24.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.96
28042 - Carnival Equipment Repairer	17.34
28043 - Carnival Worker	12.31
28210 - Gate Attendant/Gate Tender	14.61
28310 - Lifeguard	12.74

28350 - Park Attendant (Aide)	16.35
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	20.24
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	20.09
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.07
29020 - Hatch Tender	22.07
29030 - Line Handler	22.07
29041 - Stevedore I	20.58
29042 - Stevedore II	23.55
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	14.73
30022 - Archeological Technician II	16.47
30023 - Archeological Technician III	20.26
30030 - Cartographic Technician	20.10
30040 - Civil Engineering Technician	20.81
30051 - Cryogenic Technician I	21.00
30052 - Cryogenic Technician II	23.19
30061 - Drafter/CAD Operator I	14.73
30062 - Drafter/CAD Operator II	16.47
30063 - Drafter/CAD Operator III	18.37
30064 - Drafter/CAD Operator IV	21.94
30081 - Engineering Technician I	11.83
30082 - Engineering Technician II	14.62
30083 - Engineering Technician III	16.36
30084 - Engineering Technician IV	20.24
30085 - Engineering Technician V	24.76
30086 - Engineering Technician VI	29.95
30090 - Environmental Technician	23.53
30095 - Evidence Control Specialist	18.96
30210 - Laboratory Technician	19.70
30221 - Latent Fingerprint Technician I	21.00
30222 - Latent Fingerprint Technician II	23.19
30240 - Mathematical Technician	20.10
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.14
30363 - Paralegal/Legal Assistant III	29.53
30364 - Paralegal/Legal Assistant IV	35.73
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	20.10
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	18.77
30462 - Technical Writer II	22.95
30463 - Technical Writer III	27.76
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	21.00
30502 - Weather Forecaster II	25.54
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	18.37
30621 - Weather Observer Senior (see 2)	19.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	14.09
31030 - Bus Driver	19.82
31043 - Driver Courier	15.74
31260 - Parking and Lot Attendant	12.71
31290 - Shuttle Bus Driver	17.11
31310 - Taxi Driver	15.02
31361 - Truckdriver Light	17.11
31362 - Truckdriver Medium	18.47

31363 - Truckdriver Heavy	20.64
31364 - Truckdriver Tractor-Trailer	20.64
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	11.70
99050 - Desk Clerk	11.65
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	18.16
99252 - Laboratory Animal Caretaker II	19.73
99260 - Marketing Analyst	26.26
99310 - Mortician	25.35
99410 - Pest Controller	21.31
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.93
99711 - Recycling Specialist	19.10
99730 - Refuse Collector	14.36
99810 - Sales Clerk	12.53
99820 - School Crossing Guard	14.03
99830 - Survey Party Chief	17.69
99831 - Surveying Aide	13.45
99832 - Surveying Technician	16.73
99840 - Vending Machine Attendant	18.16
99841 - Vending Machine Repairer	22.86
99842 - Vending Machine Repairer Helper	18.16

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent

information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF	PAGES
2. CONTRACT NO. EROIGSA-17-0001		3. AWARD/EFFECTIVE DATE 12/15/2016	4. SOLICITATION NUMBER IGSA Agreement		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	1 27
7. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536			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:

9. (AGENCY USE)
Inter-Governmental Service Agreement (IGSA) Number EROIGSA-17-0001

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

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

13. CONTRACTOR OFFEROR RIO GRANDE COUNTY OF 925 6TH ST STE 207 DEL NORTE CO 811329999 TELEPHONE NO. DUNS NO. 094161494 <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	14. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FDN Williston VT 05495-1620 SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:
--	---

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: 094161494 Contact Information: Program Office Contact: [REDACTED] 719-587-[REDACTED] Contracting Officer's Representative (COR): [REDACTED] 720-875-[REDACTED] Contracting Officer: 202-732-[REDACTED] 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 FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS

27. SIGNATURE OF OFFEROR/CONTACTOR

NAME AND TITLE OF SIGNER (TYPE OR PRINT) _____ DATE SIGNED _____

DATE SIGNED 12/15/2016

NO RESPONSE FOR REASONS CHECKED

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

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

FROM:

AFFIX
STAMP
HERE

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

SOLICITATION NO. IGSA Agreement _____

DATE AND LOCAL TIME _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001

PAGE 3 OF 27

NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>The purpose of EROIGSA-17-0001 is to establish an Inter-Governmental Service Agreement (IGSA) between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and Rio Grande County, CO for the provision of detention, local transportation and stationary guard services for ICE detainees at the Rio Grande County Jail located at 640 Cherry Street Del Norte, CO 81132.</p> <p>This action does not obligate any funds. Services shall only be provided when authorized through a funded Task Order.</p> <p>The Service Provider shall not accept any instruction that results in a change to the services detailed in this IGSA from an entity or individual other than the Contracting Officer.</p> <p>Exempt Action: Y Delivery: 12/15/2016 Delivery Location Code: ICE/ERO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW [REDACTED] Washington DC 20536</p> <p>Period of Performance: 12/15/2016 to 12/14/2021</p>				
0001	<p>Detention Housing Bed Day Rate: [REDACTED]/Bed Day Obligated Amount: \$0.00 Product/Service Code: s206</p>		DA	[REDACTED]	0.00
0002	<p>Transportation/Escort/Stationary Services Obligated Amount: \$0.00</p>		HR	[REDACTED]	0.00
0003	<p>Transport/Escort/Stationary Services Rate (overtime) Obligated Amount: \$0.00</p>		HR	[REDACTED]	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001

PAGE 4 OF 27

NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>Invoicing Instructions: Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to: Invoice.Consolidation@ice.dhs.gov 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/FOD-FDN Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information: (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; (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; Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001

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NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<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; (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> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting 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: (i) Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government. (ii) Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format. (iii) Detention Services: (1) Bed day rate; (2) Resident's/detainee's check-in and check-out dates; (3) Number of bed days multiplied by the bed day</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001

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NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>rate;</p> <p>(4) Name of each detainee;</p> <p>(5) Resident's/detainee's identification information</p> <p>(iv) Transportation Services:</p> <p>(1) The mileage rate being applied for that invoice.</p> <p>(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v) Stationary Guard Services:</p> <p>(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi) Other Direct Charges:</p> <p>The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0001

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NAME OF OFFEROR OR CONTRACTOR
RIO GRANDE COUNTY OF

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. (iii) Use shredders when discarding paper documents containing Sensitive PII. (iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at</p> <p>[REDACTED]</p> <p>1 for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 24.</p>				

EROIGSA-17-0001
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ENFORCEMENT AND REMOVAL OPERATIONS
AND
RIO GRANDE COUNTY JAIL

This Intergovernmental Service Agreement (“Agreement”) is entered into between the U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (“ICE”), and the Rio Grande County Jail (“**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):

Rio Grande County Jail
640 Cherry Street
Del Norte, CO 81132

The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Attachment 1- Rio Grande County Proposal Letter dated 10/13/2016, incorporated herein by reference
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: WD 15-5433 (Rev. 2) dated 12/29/2015
- Attachment 4 – Quality Assurance Surveillance Plan
- Attachment 4A- Performance Requirements Summary (PRS)
- Attachment 4B- ICE Detention Standards Review Worksheet
- Attachment 4C- Contract Discrepancy Report (CDR)
- Attachment 5-DHS PREA Standards
- National Detention Standards (NDS) 2000 are incorporated by reference

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Rio Grande County Jail and ICE.

ACCEPTED:

U.S. Immigration and Customs Enforcement



Contracting



Signature:

Date:

12/15/2016

ACCEPTED:

Rio Grande County Jail

Brian Norton

Sheriff

Signature:

Brian E. Norton

Date:

11/17/2016

Article 1. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees.” This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals, an authorized Executive Official, or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The 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. 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:	\$	██████████	per Detainee
Transport/Escort/Stationary Services Rate :	\$	██████████	per Hour
Transport/Escort/Stationary Services Rate (overtime)	\$	██████████	per OT Hour

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 Rio Grande County Jail satisfactorily meets ICE requirements for detention services. .
- 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 a Task Order to this Agreement.
- 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 Rio Grande County Jail. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer’s approval before

subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.

- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

Article 3. Covered Services

- A. Bedspace: The Service Provider shall provide [REDACTED] **beds (both male and female)** on a space available basis for no more than seventy-two (72) hours. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.

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

- C. Unit of Service and Financial Liability: The unit of service is called a "Bed Day" and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:
- 1) Salaries of elected officials
 - 2) Salaries of employees not directly engaged in the housing and detention of detainees

- 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
- 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
- 5) Operating costs of facilities not utilized by Federal detainees
- 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
- 7) Legal or professional fees (including legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
- 8) Contingencies

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.

Article 4. Receiving and Discharging Detainees

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

- D. Safe Release: The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee.

Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make one free phone call to a friend or relative to arrange for pick up from the facility.

- E. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COR. ICE hereby agrees to the following examples of valid justification for refusal: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee. The Service Provider further has the right to refuse any person delivered by ICE who is under the age of eighteen and ICE shall remove such person, in accordance with Article 3.
- F. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the COR or designated ICE official within two (2) hours of evacuation.

Article 5. ICE National Detention Standards and Other Applicable Standards

The parties to this IGSA agree to enter into negotiations if and when the ICE Detention Standards are updated. This Agreement will be modified in writing upon mutual agreement.

The Service Provider shall house detainees and perform related detention services in accordance with the G-324B ORSA Detention Inspection Form Worksheet for IGSA's – Rev: 05/01/2012 Attachment #2. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the contract and the attached standards

Article 6. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility, including: over the counter medication and routine drugs and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with necessary medical treatment of ICE detainees. 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 the ICE Health Services Corps (IHSC) and at no time shall the Service Provider incur any financial liability related to such services.
- C. A true copy of a detainee's medical records shall be transferred with the detainee; the "true copy" to be the same as the current ICE standard: "transfer sheet".
- D. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing.
- E. The Service Provider shall ensure that its employees solicit each detainee upon arrival for health complaints and deliver complaints in writing to the medical and health care staff.
- F. Not applicable at this facility.
- G. Not applicable at this facility.
- H. Not applicable at this facility.
- I. 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), 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.
- J. IHSC acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Treatment Authorization Request (TAR) to IHSC for payment before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, and dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to IHSC. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to the following address:

<http://www.inshealth.org/ManagedCare/MCForms.shtm> . Payment for all off-site medical care services will be made by IHSC directly to the offsite medical providers.

- K. 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 twenty-four (24) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization for payment from the IHSC Managed Care Coordinator for service(s) beyond the initial emergency situation. 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 IHSC directly to the medical provider(s).

IHSC Managed Care Coordinators
ICE Health Services Corps
1220 L Street, NW, Suite 500
Washington, DC, 20005-4018
Phone: (888) 718-8947
Fax: (202) 732-0119

- L. 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).
- M. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its subcontractor/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 the written authorization of the individual or the opportunity of the individual to agree or object 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:
1. The provision of health care to such individuals;
 2. The health and safety of such individual or other inmates;
 3. The health and safety of the officers or employees of or others at the correctional institution;
 4. 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;
 5. Law enforcement on the premises of the correctional institution; and

6. The administration and maintenance of the safety, security, and good order of the correctional institution.
- N. The Service Provider shall direct offsite medical providers to submit all claims for authorized medical care to be submitted to the following address:

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

- O. IHSC provides limited prescription drug coverage 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:

1. 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.
2. The pharmacy shall run the prescription through the Script Care network for processing.
3. Formulary prescription 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.
4. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, because non-formulary medications require prior authorization the pharmacy will receive a rejection indicating prior authorization is required. At that point the custodial facility will fax to Script Care the Drug Prior Authorization Request Form to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating the prescription has been approved. Non-Formulary urgent request must be submitted in the above manner except an X should be placed on the form in the space 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.

Article 7. No Employment of Unauthorized Aliens

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

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 **Rio Grande County Jail** 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 may terminate this Agreement provided it supplies written notice of its intention to terminate the agreement, the reason for such termination and it is received ninety (90) days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article 11. If this Agreement is terminated by either party under this Article, ICE will not be under any financial obligation for any costs related to and arising out of the Agreement after the effective date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

Article 9. Inspections, Audit, Surveys, and Tours

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE, to conduct inspections of the Facility, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Facilities holding detainees for 72 hours or less are evaluated in accordance with Attachment 2 of this agreement. To this end, the ratings are scored as: *Acceptable*, *Deficient*, *At-Risk* or *Not Applicable*. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply with the ratings as described in Paragraph B, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.

- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
- E. Access to Detainee and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

Article 10. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.

B. Change Orders:

1. The Contracting Officer may at any time , and by written change order, make changes within the general scope of this Agreement in any one or more of the following:

(a) Description of services to be performed, including revisions to the applicable Detention Standards.

2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
4. If the Service Provider's proposal includes costs that are determined unreasonable and/or 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). After thirty-six (36) months, the Service Provider may request a rate by accessing the link at <https://edes.usdoj.gov/igaice/> for access to the ICE Automated Intergovernmental Agreement (eIGA) System for instructions on preparing your Jail Operating Expense Information Form. There is a Facility Guide available on the website to assist you. 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, written request for a bed day rate adjustment that is supported by documentation, the fixed bed day rate as stated in this Agreement will be in place indefinitely. ICE shall issue a determination to accept or reject a written request from the Service Provider for a rate adjustment of bed day rate within ninety (90) days of the date of such written request. In the event the rate adjustment is denied or ICE fails to respond to Service Provider's request for rate adjustment within such ninety-day period, Service Provider shall have the right to terminate this Agreement in accordance with Article 9. 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 13. 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 its 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-FDG

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.

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

- B. 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 federal government's check, or the date it executes an electronic transfer of funds, constitutes the payment date.

Article 13. Transportation

- A. All transportation of ICE detainees shall be conducted in accordance with the NDS-Under 72 Hours Standards. Except in emergency situations, females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, [REDACTED] officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. All transportation services shall be accomplished in an appropriate and economical manner.
- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.
- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COR or designated ICE official. At least [REDACTED] qualified law enforcement or correctional officer personnel

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

- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.
- F. The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detainee to the Facility. The Service Provider will ensure that at least one officer responsible for the security of the detainee while he/she is an in-patient a hospital will be of the same sex as the detainee.
- G. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- H. Service Provider Furnished Vehicles: If the Service Provider is to use its own vehicles, the following requirements apply to this agreement.
 - 1. The Service Provider shall not allow employees to use their personal vehicles to transport detainees.
 - 2. The Service Provider shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
 - 3. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.

4. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.
- I. Training and Compliance: The Service Provider shall comply with ICE transportation standards [REDACTED] related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- J. Miscellaneous Transportation: The COR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- K. When the COR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- L. The Service Provider shall establish a fully operational communication system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.
- M. Failure on the Service Provider's part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.
- N. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties. Armed county detention officers are not federal law enforcement officers. Even though the armed county detention officers are performing work on behalf of the federal government, they have not been statutorily granted or delegated authority to enforce federal laws. As such, the armed county detention officers do not possess any federal authority to carry firearms across states lines – even if they are performing duties on behalf of ICE. The armed county detention officers are subject to state and local laws in these situations and must comply with any applicable state or local requirements (licensing, credentialing, etc.) regarding the possession of firearms.
- O. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.
- P. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following requirements are [REDACTED]. Mileage may vary from the table

depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

N/A: Transport will be for medical purposes only.

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 in writing 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 laws of Colorado. Nothing herein shall waive the application of sovereign immunity to the Service Provider. ICE will promptly notify the Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government shall have no liability to Service Provider for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- A. 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.
- B. 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. 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. 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 17. Notification and Public Disclosures

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, applicable 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 is a public document and shall be subject to public disclosure.

Article 18. Incident Reporting

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

Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Article 19. Detainee Privacy

The Service Provider agrees to comply with The Privacy Act of 1974, 5 U.S.C. § 552a (“Privacy Act”) and the agency rules and regulations issued under the Privacy 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 In the event of violations of the Privacy 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 Privacy 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 20. Zero Tolerance for Sexual Harassment, Abuse, and Assault

ICE has a zero tolerance standard regarding rape and sexual assault in the Facility. The Service Provider shall affirmatively act to prevent sexual abuse and assaults on detainees. Every allegation will be reviewed, and, where warranted, referred for criminal prosecution consistent with a zero-tolerance standard.

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 5.

ICE Policy Directive 11062.2, Sexual Abuse and Assault Prevention and Intervention (SAAPI Directive) requires that ICE ensure that facilities provide instructions to detainees on how to contact ICE's Detainee Report Information Line (DRIL) or DHS/Office of the Inspector General (OIG) to confidentially report sexual abuse or assault.

ICE Performance Based National Detention Standards (PBNDS) 2011, Part 2-Security, Section 2.11-Reference 2.11-Sexual Abuse and Assault Prevention and Intervention is hereby incorporated by reference.

End of Document