

**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)

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

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)  
 CHARLTON COUNTY EMS  
 ATTN CHARLTON COUNTY EMS  
 1567 THIRD ST  
 FOLKSTON GA 315378907  
 9A. AMENDMENT OF SOLICITATION NO (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO x  
 EROIGSA-17-0002  
 10B. DATED (SEE ITEM 13)  
 12/16/2016  
 CODE 0791990520000 FACILITY CODE

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule

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

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

E. IMPORTANT: Contractor is not [x] 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: 079199052  
 Contracting Officer: [REDACTED]  
 Contract Specialist: [REDACTED]  
 Contracting Officer Representative: [REDACTED]  
 County Sheriff County Admin. (912-390-[REDACTED])  
 Subcontractor: GEO, [REDACTED]

The purpose of this bilateral modification is to acknowledge the receipt and acceptance of PBNDs 2011 as revised of January 12, 2017 (<https://www.ice.gov/detention-standards/2011>).

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.

[REDACTED] Chairman  
 15C DATE SIGNED 2-17-17  
 16C DATE SIGNED 01 Feb 2017  
 30 (REV 10-83)  
 NSN 7540-01-152-8070  
 Previous edition unusable

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00001

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Period of Performance: 12/16/2016 to 12/15/2021				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0791990520000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002	10B. DATED (SEE ITEM 13) 12/16/2016

**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

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW EROIGSA 17-0002

**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: 079199052  
 Contracting Officer: [REDACTED]  
 Contract Specialist: [REDACTED]  
 Contracting Officer Representative: [REDACTED]  
 County Sheriff County Admin. [REDACTED] (912-390-[REDACTED])  
 Subcontractor: GEO, [REDACTED]

The purpose of this modification is to incorporate the following completed attachments:

- a. List of Authorized Government Vehicles (Attachment 11)
- b. List of Authorized Contractor Vehicles (Attachment 12)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16C. DATE SIGNED 9 March 2017	

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	c. Use of Government Owned Vehicles (Attachment 14) d. Hold Harmless and Indemnity Agreement (Attachment 15) Exempt Action: Y Sensitive Award: LAW ENFORCEMENT Period of Performance: 12/16/2016 to 12/15/2021				

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 [REDACTED]	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 [REDACTED]
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002  10B. DATED (SEE ITEM 13) 12/16/2016
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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.**

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 079199052  
Contracting Officer: [REDACTED]  
Contract Specialist: [REDACTED]  
Contracting Officer Representative: [REDACTED]  
County Sheriff County Admin. [REDACTED] (912-390-[REDACTED])  
Subcontractor: GEO, [REDACTED]

The purpose of this modification is to update the Contracting Officer's Representatives as shown below:

COR: [REDACTED]  
Continued ...

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00003

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2 2

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ACOR: [REDACTED]</p> <p>All other terms and conditions remain the same. Exempt Action: Y Sensitive Award: LAW ENFORCEMENT Period of Performance: 12/16/2016 to 12/15/2021</p>				

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205 [REDACTED]	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 [REDACTED]	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002
		10B. DATED (SEE ITEM 13) 12/16/2016
CODE 0791990520000	FACILITY CODE	

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

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW EROIGSA-17-0002

**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: 079199052  
Contracting Officer: [REDACTED]  
Contract Specialist: [REDACTED]  
Contracting Officer Representative: [REDACTED]  
County Sheriff County Admin. [REDACTED] (912-390-[REDACTED])  
Subcontractor: GEO, [REDACTED]

The purpose of this modification is to incorporate the most recent DOL Wage Determination. WD 2015-4515, Revision 7, Dated 1/10/2018 is incorporated with an effective date of 1/15/18.

All other terms and conditions remain the same.  
Continued ...

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

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



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00004

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2 13

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Sensitive Award: LAW ENFORCEMENT Period of Performance: 12/16/2016 to 12/15/2021				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

P00005

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

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

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

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

CHARLTON COUNTY EMS  
ATTN CHARLTON COUNTY EMS  
1567 THIRD ST  
FOLKSTON GA 315378907

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
EROIGSA-17-0002

10B. DATED (SEE ITEM 13)

CODE 0791990520000

FACILITY CODE

12/16/2016

**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:

D. OTHER (Specify type of modification and authority)

X IAW EROIGSA-17-0002

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: 079199052

Contracting Officer: [REDACTED]

Contract Specialist: [REDACTED]

Contracting Officer Representative: [REDACTED]

County Admin.: [REDACTED], (912) 496-[REDACTED]

Subcontractor: GEO, [REDACTED]

This modification makes the following changes:

1) Reduce the Guaranteed Minimum to [REDACTED] (70%);

2) Change the flat monthly fee to [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. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

[REDACTED] Vice-Chairman

DATE SIGNED

/20/18

16C. DATE SIGNED

July 20, 2018

FORM 30 (REV. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00005

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3) Add a new line item for populations of [REDACTED] at a bed day rate of [REDACTED] 4) Change the flat fixed monthly fee for Transportation to [REDACTED] and add new line items for transportation guard rates and overtime guard rate; 5) Add a new line item for use of the [REDACTED] bed Annex at a flat fixed monthly fee of [REDACTED] and 6) Incorporate the service provider's Request for Equitable Adjustment dated, April 26, 2018 for the financial impact of Modification P00004 which incorporated DOL WD 2015-4515, Rev. 7.  All other terms and conditions remain the same. Exempt Action: Y Sensitive Award: LAW ENFORCEMENT Period of Performance: 12/16/2016 to 12/15/2021  Change Item 0001 to read as follows (amount shown is the obligated amount):				
0001	Detention Management Services at guaranteed minimum of [REDACTED] (70%), [REDACTED] monthly services Obligated Amount: \$0.00  Add Item 0001A as follows:		MO	[REDACTED]	
0001A	Detention Management Services for populations [REDACTED] Bed Day rate: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD		DA	[REDACTED]	0.00
	Change Item 0002 to read as follows (amount shown is the obligated amount):				
0002	Transportation Services @ [REDACTED] monthly services Obligated Amount: \$0.00  Add Item 0002A as follows:		MO	[REDACTED]	
0002A	Transportation Guard Rate  Year 1: [REDACTED] Continued		HR	[REDACTED]	0.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00005

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Year 2: [REDACTED] Year 3: [REDACTED] Year 4: [REDACTED] Year 5: [REDACTED] Year 6: [REDACTED] Year 7: [REDACTED] Year 8: [REDACTED] Year 9: [REDACTED] Year 10: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0002B	Add Item 0002B as follows:  Transportation OT Guard Rate: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD		HR	[REDACTED]	0.00
0003	Add Item 0003 as follows:  D. Ray James Correctional Facility Annex (338 Beds) @ monthly fixed fee [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD		MO	[REDACTED]	0.00

2. AMENDMENT/MODIFICATION NO. P00006	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 [REDACTED]	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 [REDACTED]
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002  10B. DATED (SEE ITEM 13) 12/16/2016
CODE 0791990520000      FACILITY CODE	

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 079199052  
Contracting Officer: [REDACTED]  
Contract Specialist: [REDACTED]  
Contracting Officer Representative: [REDACTED]  
County Admin.: [REDACTED], (912) 496-[REDACTED]  
Subcontractor: GEO, [REDACTED]

1. The purpose of this modification is to correct a technical functionality error which prohibited funding obligation under Contract Line Items.

2. This modification also incorporates the most recent DOL Wage Determination No.

Continued ...

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

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

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



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00006

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2 3

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2015-4515(R10), dtd. 12/26/2018				
	3. All other terms and conditions remain unchanged.				
	Period of Performance: 12/16/2016 to 12/15/2021				
	Change Item 0001 to read as follows (amount shown is the obligated amount):				
0001	Detention Management Services at guaranteed minimum of [REDACTED] (70%), @ [REDACTED] monthly services Obligated Amount: \$0.00		MO	[REDACTED]	
	Change Item 0001A to read as follows (amount shown is the obligated amount):				
0001A	Detention Management Services for populations [REDACTED] Bed Day rate: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD		DA	[REDACTED]	
	Change Item 0002 to read as follows (amount shown is the obligated amount):				
0002	Transportation Services @ [REDACTED] monthly services Obligated Amount: \$0.00		MO	[REDACTED]	
	Change Item 0002A to read as follows (amount shown is the obligated amount):				
0002A	Transportation Guard Rate		HR	[REDACTED]	
	Year 1: [REDACTED] Year 2: [REDACTED] Year 3: [REDACTED] Year 4: [REDACTED] Year 5: [REDACTED] Year 6: [REDACTED] Year 7: [REDACTED] Year 8: [REDACTED] Year 9: [REDACTED] Year 10: [REDACTED] Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00006

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Change Item 0002B to read as follows (amount shown is the obligated amount):				
0002B	Transportation OT Guard Rate: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Change Item 0003 to read as follows (amount shown is the obligated amount):		HR	[REDACTED]	
0003	D. Ray James Correctional Facility Annex (338 Beds) @ monthly fixed fee [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD		MO	[REDACTED]	

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002
		10B. DATED (SEE ITEM 13) 12/16/2016
CODE 0791990520000	FACILITY CODE	

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

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

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

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

<b>CHECK ONE</b>	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 IGSA No. EROIGSA-17-0002

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: 079199052  
Contracting Officer: [REDACTED]  
Contract Specialist: [REDACTED]  
Contracting Officer Representative: [REDACTED]  
Alternate Contracting Officer's Representative: [REDACTED]  
County Admin.: [REDACTED]  
Subcontractor: GEO, [REDACTED]

The purpose of this modification is to increase the Contract Line Items as follows to reflect updated Wage Determination No. 2015-4515(R10):  
a. CLIN 0001 (Guaranteed Minimum of [REDACTED] monthly amount is increased by [REDACTED] from Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C. DATE SIGNED 11.13.19	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00007

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2 2

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. CLIN 0001A (Guaranteed Minimum [redacted] bed day rate is increased by [redacted] from [redacted] to [redacted]</p> <p>c. CLIN 0002 (Transportation Services) monthly amount is increased by [redacted] to [redacted]</p> <p>d. CLIN 002A (Transportation Guard Rates) hourly rate is increased by [redacted] from [redacted]</p> <p>e. CLIN 0003 (D.Ray James Correctional Facility Annex) monthly amount is increased by [redacted] from [redacted]</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0791990520000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002	
		10B. DATED (SEE ITEM 13) 12/16/2016	

**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.**

<b>CHECK ONE</b>	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 IGSA No. EROIGSA-17-0002

**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: 079199052

Contracting Officer: [REDACTED]

Contract Specialist: [REDACTED]

Contracting Officer Representative: [REDACTED]

Alternate Contracting Officer's Representative: [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

The purpose of this modification is to confirm that ICE has fully funded facility renovations in the amount of [REDACTED]. These facility renovation costs shall not be included in building depreciation calculations in any future year cost worksheet submitted 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.

[REDACTED]	CHAIRMAN [REDACTED]	15C. DATE SIGNED 12.18.19	16C. DATE SIGNED 12/20/2019
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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205 [REDACTED]	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 [REDACTED]	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0791990520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002	
		10B. DATED (SEE ITEM 13) 12/16/2016	

**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 IGSA No. EROIGSA-17-0002

**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: 079199052

Contracting Officer: [REDACTED]

Contract Specialist: [REDACTED]

Contracting Officer Representative: [REDACTED]

Alternate Contracting Officer's Representative: [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

The government hereby issues this modification to incorporate the most recent Department of Labor Wage Determination No. 2015-4515(R13) dtd. 12/23/2019. for the County of Charlton.

Continued ...

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00009

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See Attached.</p> <p>1. In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment, the above listed Wage Determinations are hereby incorporated with an effective date of 01/07/2020.</p> <p>2. The following payroll data must be submitted to support any request for price adjustment:</p> <p>A.Employee Name and WD Job Classification Title/Number.                      B.Actual hours paid and/or worked.                      C.Actual hourly wage and wage rates used in previous performance period.                      D.Actual H&amp;W wages and rates used in previous Performance period.                      E.How was H&amp;W paid? (i.e., cash to employees or paid to third party?                      F.Applicable workers compensation rate (if H&amp;W was paid in cash to employees)                      G.Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA).</p> <p>3.The Contractor shall notify the Contacting Officer of any price increase claimed under Clause 52.222-43 within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>4.All other terms and conditions remain unchanged.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0791990520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002	
		10B. DATED (SEE ITEM 13) 12/16/2016	

**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 IGSA No. EROIGSA-17-0002

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: 079199052  
Contracting Officer: [REDACTED]  
Contract Specialist: [REDACTED]  
Contracting Officer Representative: [REDACTED]  
Alternate Contracting Officer's Representative: [REDACTED]  
County Admin.: [REDACTED]  
Subcontractor: GEO, [REDACTED]

As a result of increases from the incorporation of Department of Labor Wage Determination No. 2015-4515(R13) dtd. 12/23/2019, this modification incorporates the following changes.

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.

15B. CONTRACTOR SIGNATURE [REDACTED]	15C. DATE SIGNED 3.17.2020	15D. DATE SIGNED [REDACTED]
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00010

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. Under CLIN 0001, the monthly flat rate is increased by [REDACTED] to [REDACTED]</p> <p>b. Under CLIN 0001A Tier II (545-780), the rate is increased by [REDACTED]</p> <p>c. Under CLIN 0002, the transportation rate is increased by [REDACTED] to [REDACTED]</p> <p>d. Under CLIN 0002b, the transportation overtime rate is increased by [REDACTED]</p> <p>d. Under CLIN 0003, the Correctional Facility Annex monthly rate is increased by [REDACTED] from [REDACTED]</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p>				



2. AMENDMENT/MODIFICATION NO. P00011	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 [REDACTED]	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 [REDACTED]
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002  10B. DATED (SEE ITEM 13) 12/16/2016
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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 IGSA No. EROIGSA-17-0002

**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: 079199052  
Contracting Officer: [REDACTED]  
Contract Specialist: [REDACTED]  
Contracting Officer Representative: [REDACTED]  
Alternate Contracting Officer's Representative: [REDACTED]  
County Admin.: [REDACTED]  
Subcontractor: GEO, [REDACTED]

The purpose of this administrative modification is to add 4 new CLIN Line Items to enable fund obligation at the Task Order level. The CLIN Line Items added are:

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

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



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00011

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 16
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR		
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0791990520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002	
		10B. DATED (SEE ITEM 13) 12/16/2016	

**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.**

<b>CHECK ONE</b>	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 IGSA No. EROIGSA-17-0002

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: 079199052

Contracting Officer: [REDACTED]

Contracting Officer Representative: [REDACTED]

Alternate Contracting Officer's Representative: [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

The Government hereby issues this modification to incorporate the most recent Department of Labor Service Contract Wage Determinations No. 2015-4515 R.15 dated 12/21/2020 for the Charlton County, GA.

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.

[REDACTED]

Chairman  
15C. DATE SIGNED  
12.2.2021

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00012

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See Attached Wage Determination.</p> <p>1. In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment, the above listed Wage Determinations are hereby incorporated with an effective date of 02/01/2021.</p> <p>2. The following payroll data must be submitted to support any request for price adjustment:</p> <p>A. Employee Name and WD Job Classification Title/Number</p> <p>B. Actual hours paid and/or worked.</p> <p>C. Actual hourly wage and wage rates used in previous performance period.</p> <p>D. Actual H&amp;W wages and rates used in previous Performance period.</p> <p>E. How was H&amp;W paid? (i.e., cash to employees or paid to third party?</p> <p>F. Applicable workers compensation rate (if H&amp;W was paid in cash to employees)</p> <p>G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA).</p> <p>3. The Contractor shall notify the Contacting Officer of any price increase claimed under Clause 52.222-43 within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>All other terms and conditions remain the same.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p>				

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4515  
Daniel W. Simms Division of | Revision No.: 15  
Director Wage Determinations | Date Of Last Revision: 12/21/2020

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

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State: Georgia

Area: Georgia Counties of Camden Charlton Pierce

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.09	
01012 - Accounting Clerk II	14.69	
01013 - Accounting Clerk III	16.44	
01020 - Administrative Assistant	24.40	
01035 - Court Reporter	15.35	
01041 - Customer Service Representative I	10.59	
01042 - Customer Service Representative II	11.91	
01043 - Customer Service Representative III	13.00	
01051 - Data Entry Operator I	11.53	
01052 - Data Entry Operator II	13.15	
01060 - Dispatcher Motor Vehicle	18.62	
01070 - Document Preparation Clerk	12.22	
01090 - Duplicating Machine Operator	12.22	
01111 - General Clerk I	11.55	
01112 - General Clerk II	12.60	
01113 - General Clerk III	18.09	
01120 - Housing Referral Assistant	17.11	
01141 - Messenger Courier	13.18	

01191 - Order Clerk I	12.89	
01192 - Order Clerk II	14.06	
01261 - Personnel Assistant (Employment) I		15.37
01262 - Personnel Assistant (Employment) II		17.21
01263 - Personnel Assistant (Employment) III		19.18
01270 - Production Control Clerk	25.81	
01290 - Rental Clerk	13.08	
01300 - Scheduler Maintenance	13.72	
01311 - Secretary I	13.72	
01312 - Secretary II	15.35	
01313 - Secretary III	17.11	
01320 - Service Order Dispatcher	16.64	
01410 - Supply Technician	24.40	
01420 - Survey Worker	15.50	
01460 - Switchboard Operator/Receptionist		11.93
01531 - Travel Clerk I	13.14	
01532 - Travel Clerk II	14.28	
01533 - Travel Clerk III	15.34	
01611 - Word Processor I	12.58	
01612 - Word Processor II	15.29	
01613 - Word Processor III	17.11	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		21.22
05010 - Automotive Electrician	17.46	
05040 - Automotive Glass Installer	16.55	
05070 - Automotive Worker	16.55	
05110 - Mobile Equipment Servicer	14.61	
05130 - Motor Equipment Metal Mechanic		18.39
05160 - Motor Equipment Metal Worker		16.55
05190 - Motor Vehicle Mechanic	18.39	
05220 - Motor Vehicle Mechanic Helper	13.66	
05250 - Motor Vehicle Upholstery Worker	15.59	
05280 - Motor Vehicle Wrecker	16.55	
05310 - Painter Automotive	17.46	
05340 - Radiator Repair Specialist	16.55	
05370 - Tire Repairer	12.32	
05400 - Transmission Repair Specialist		18.39
07000 - Food Preparation And Service Occupations		
07010 - Baker	11.75	
07041 - Cook I	10.86	
07042 - Cook II	12.20	
07070 - Dishwasher	9.20	
07130 - Food Service Worker	9.60	
07210 - Meat Cutter	13.65	
07260 - Waiter/Waitress	9.87	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	16.52	
09040 - Furniture Handler	10.58	
09080 - Furniture Refinisher	16.52	
09090 - Furniture Refinisher Helper	12.29	
09110 - Furniture Repairer Minor	14.40	
09130 - Upholsterer	16.52	
11000 - General Services And Support Occupations		
11030 - Cleaner Vehicles	10.02	

11060 - Elevator Operator	10.67
11090 - Gardener	17.81
11122 - Housekeeping Aide	11.17
11150 - Janitor	11.17
11210 - Laborer Grounds Maintenance	14.37
11240 - Maid or Houseman	8.91
11260 - Pruner	12.78
11270 - Tractor Operator	16.84
11330 - Trail Maintenance Worker	14.37
11360 - Window Cleaner	12.59
12000 - Health Occupations	
12010 - Ambulance Driver	16.67
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	30.22
12015 - Certified Physical Therapist Assistant	27.46
12020 - Dental Assistant	16.28
12025 - Dental Hygienist	30.13
12030 - EKG Technician	29.91
12035 - Electroneurodiagnostic Technologist	29.91
12040 - Emergency Medical Technician	16.67
12071 - Licensed Practical Nurse I	15.80
12072 - Licensed Practical Nurse II	17.67
12073 - Licensed Practical Nurse III	18.89
12100 - Medical Assistant	13.57
12130 - Medical Laboratory Technician	22.99
12160 - Medical Record Clerk	13.88
12190 - Medical Record Technician	17.08
12195 - Medical Transcriptionist	15.65
12210 - Nuclear Medicine Technologist	38.50
12221 - Nursing Assistant I	10.86
12222 - Nursing Assistant II	12.21
12223 - Nursing Assistant III	13.32
12224 - Nursing Assistant IV	14.95
12235 - Optical Dispenser	19.34
12236 - Optical Technician	15.66
12250 - Pharmacy Technician	14.44
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	26.39
12311 - Registered Nurse I	23.48
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III Anesthetist	34.76
12316 - Registered Nurse IV	41.66
12317 - Scheduler (Drug and Alcohol Testing)	21.70
12320 - Substance Abuse Treatment Counselor	20.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.77
13012 - Exhibits Specialist II	25.72
13013 - Exhibits Specialist III	31.47
13041 - Illustrator I	20.77
13042 - Illustrator II	25.72
13043 - Illustrator III	31.47
13047 - Librarian	28.49



13050 - Library Aide/Clerk	12.40	
13054 - Library Information Technology Systems Administrator		25.72
13058 - Library Technician	13.25	
13061 - Media Specialist I	18.57	
13062 - Media Specialist II	20.77	
13063 - Media Specialist III	23.15	
13071 - Photographer I	18.19	
13072 - Photographer II	20.50	
13073 - Photographer III	25.21	
13074 - Photographer IV	30.83	
13075 - Photographer V	37.30	
13090 - Technical Order Library Clerk		16.73
13110 - Video Teleconference Technician		18.57
14000 - Information Technology Occupations		
14041 - Computer Operator I	19.68	
14042 - Computer Operator II	22.00	
14043 - Computer Operator III	24.84	
14044 - Computer Operator IV	30.48	
14045 - Computer Operator V	33.84	
14071 - Computer Programmer I	(see 1)	24.20
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.68
14160 - Personal Computer Support Technician		30.48
14170 - System Support Specialist		31.10
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.63
15020 - Aircrew Training Devices Instructor (Rated)		34.64
15030 - Air Crew Training Devices Instructor (Pilot)		41.53
15050 - Computer Based Training Specialist / Instructor		28.63
15060 - Educational Technologist	29.23	
15070 - Flight Instructor (Pilot)	41.53	
15080 - Graphic Artist	22.77	
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.53
15086 - Maintenance Test Pilot Rotary Wing		41.53
15088 - Non-Maintenance Test/Co-Pilot		41.53
15090 - Technical Instructor	20.53	
15095 - Technical Instructor/Course Developer		25.11
15110 - Test Proctor	16.56	
15120 - Tutor	16.56	
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler	10.04	
16030 - Counter Attendant	10.04	
16040 - Dry Cleaner	12.82	
16070 - Finisher Flatwork Machine	10.04	
16090 - Presser Hand	10.04	
16110 - Presser Machine Drycleaning	10.04	
16130 - Presser Machine Shirts	10.04	
16160 - Presser Machine Wearing Apparel Laundry		10.04

16190 - Sewing Machine Operator	13.67
16220 - Tailor	14.50
16250 - Washer Machine	10.94
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.55
19040 - Tool And Die Maker	23.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.32
21030 - Material Coordinator	25.81
21040 - Material Expediter	25.81
21050 - Material Handling Laborer	12.93
21071 - Order Filler	12.08
21080 - Production Line Worker (Food Processing)	16.32
21110 - Shipping Packer	14.88
21130 - Shipping/Receiving Clerk	14.88
21140 - Store Worker I	13.13
21150 - Stock Clerk	17.21
21210 - Tools And Parts Attendant	16.32
21410 - Warehouse Specialist	16.32
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.76
23019 - Aircraft Logs and Records Technician	23.18
23021 - Aircraft Mechanic I	27.39
23022 - Aircraft Mechanic II	28.76
23023 - Aircraft Mechanic III	30.11
23040 - Aircraft Mechanic Helper	20.33
23050 - Aircraft Painter	26.01
23060 - Aircraft Servicer	23.18
23070 - Aircraft Survival Flight Equipment Technician	26.01
23080 - Aircraft Worker	24.63
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.63
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.39
23110 - Appliance Mechanic	18.66
23120 - Bicycle Repairer	15.48
23125 - Cable Splicer	26.09
23130 - Carpenter Maintenance	19.11
23140 - Carpet Layer	17.55
23160 - Electrician Maintenance	22.43
23181 - Electronics Technician Maintenance I	25.26
23182 - Electronics Technician Maintenance II	26.68
23183 - Electronics Technician Maintenance III	28.09
23260 - Fabric Worker	16.50
23290 - Fire Alarm System Mechanic	19.52
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	26.61
23312 - Fuel Distribution System Operator	21.15
23370 - General Maintenance Worker	15.76
23380 - Ground Support Equipment Mechanic	27.39
23381 - Ground Support Equipment Servicer	23.18
23382 - Ground Support Equipment Worker	24.63
23391 - Gunsmith I	16.81
23392 - Gunsmith II	18.67

23393 - Gunsmith III	20.74	
23410 - Heating Ventilation And Air-Conditioning Mechanic		19.33
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		20.50
23430 - Heavy Equipment Mechanic		25.10
23440 - Heavy Equipment Operator		20.02
23460 - Instrument Mechanic	24.25	
23465 - Laboratory/Shelter Mechanic		18.79
23470 - Laborer	12.93	
23510 - Locksmith	18.53	
23530 - Machinery Maintenance Mechanic		22.72
23550 - Machinist Maintenance	18.54	
23580 - Maintenance Trades Helper		13.52
23591 - Metrology Technician I	24.25	
23592 - Metrology Technician II	25.81	
23593 - Metrology Technician III	27.31	
23640 - Millwright	20.21	
23710 - Office Appliance Repairer		21.11
23760 - Painter Maintenance	21.56	
23790 - Pipefitter Maintenance	23.00	
23810 - Plumber Maintenance	21.85	
23820 - Pneudraulic Systems Mechanic		20.02
23850 - Rigger	21.62	
23870 - Scale Mechanic	17.55	
23890 - Sheet-Metal Worker Maintenance		19.44
23910 - Small Engine Mechanic	17.85	
23931 - Telecommunications Mechanic I		27.56
23932 - Telecommunications Mechanic II		28.94
23950 - Telephone Lineman	21.89	
23960 - Welder Combination Maintenance		17.46
23965 - Well Driller	20.02	
23970 - Woodcraft Worker	20.02	
23980 - Woodworker	15.48	
24000 - Personal Needs Occupations		
24550 - Case Manager	14.20	
24570 - Child Care Attendant	9.49	
24580 - Child Care Center Clerk	13.34	
24610 - Chore Aide	10.38	
24620 - Family Readiness And Support Services Coordinator		14.20
24630 - Homemaker	19.49	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.27	
25040 - Sewage Plant Operator	22.26	
25070 - Stationary Engineer	22.27	
25190 - Ventilation Equipment Tender		15.47
25210 - Water Treatment Plant Operator		22.26
27000 - Protective Service Occupations		
27004 - Alarm Monitor	15.83	
27007 - Baggage Inspector	15.39	
27008 - Corrections Officer	15.87	
27010 - Court Security Officer	15.87	
27030 - Detection Dog Handler	17.55	

27040 - Detention Officer	15.87	
27070 - Firefighter	14.59	
27101 - Guard I	15.39	
27102 - Guard II	17.55	
27131 - Police Officer I	19.58	
27132 - Police Officer II	21.77	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	12.86	
28042 - Carnival Equipment Repairer	13.76	
28043 - Carnival Worker	10.15	
28210 - Gate Attendant/Gate Tender	14.51	
28310 - Lifeguard	11.29	
28350 - Park Attendant (Aide)	16.24	
28510 - Recreation Aide/Health Facility Attendant		11.85
28515 - Recreation Specialist	20.11	
28630 - Sports Official	12.93	
28690 - Swimming Pool Operator	16.22	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	25.14	
29020 - Hatch Tender	25.14	
29030 - Line Handler	25.14	
29041 - Stevedore I	23.66	
29042 - Stevedore II	26.55	
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	16.67	
30022 - Archeological Technician II	18.65	
30023 - Archeological Technician III	23.10	
30030 - Cartographic Technician	23.10	
30040 - Civil Engineering Technician	22.04	
30051 - Cryogenic Technician I	25.58	
30052 - Cryogenic Technician II	28.25	
30061 - Drafter/CAD Operator I	16.67	
30062 - Drafter/CAD Operator II	18.65	
30063 - Drafter/CAD Operator III	20.78	
30064 - Drafter/CAD Operator IV	25.58	
30081 - Engineering Technician I	15.07	
30082 - Engineering Technician II	16.57	
30083 - Engineering Technician III	20.34	
30084 - Engineering Technician IV	23.88	
30085 - Engineering Technician V	29.16	
30086 - Engineering Technician VI	35.34	
30090 - Environmental Technician	21.21	
30095 - Evidence Control Specialist	23.10	
30210 - Laboratory Technician	24.88	
30221 - Latent Fingerprint Technician I	25.58	
30222 - Latent Fingerprint Technician II	28.25	
30240 - Mathematical Technician	23.10	
30361 - Paralegal/Legal Assistant I	19.82	
30362 - Paralegal/Legal Assistant II	24.55	
30363 - Paralegal/Legal Assistant III	30.03	
30364 - Paralegal/Legal Assistant IV	36.33	

30375 - Petroleum Supply Specialist		28.25
30390 - Photo-Optics Technician		23.10
30395 - Radiation Control Technician		28.25
30461 - Technical Writer I		23.10
30462 - Technical Writer II		28.25
30463 - Technical Writer III		34.18
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		25.58
30502 - Weather Forecaster II		31.11
30620 - Weather Observer Combined Upper Air Or	(see 2)	20.78
Surface Programs		
30621 - Weather Observer Senior	(see 2)	23.10
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		30.67
31020 - Bus Aide		14.47
31030 - Bus Driver		19.42
31043 - Driver Courier		15.41
31260 - Parking and Lot Attendant		13.22
31290 - Shuttle Bus Driver		16.08
31310 - Taxi Driver		12.61
31361 - Truckdriver Light		16.08
31362 - Truckdriver Medium		18.16
31363 - Truckdriver Heavy		20.64
31364 - Truckdriver Tractor-Trailer		20.64
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.95
99030 - Cashier		9.15
99050 - Desk Clerk		9.66
99095 - Embalmer		24.27
99130 - Flight Follower		25.35
99251 - Laboratory Animal Caretaker I		13.39
99252 - Laboratory Animal Caretaker II		14.33
99260 - Marketing Analyst		25.82
99310 - Mortician		24.27
99410 - Pest Controller		17.10
99510 - Photofinishing Worker		13.91
99710 - Recycling Laborer		15.26
99711 - Recycling Specialist		19.47
99730 - Refuse Collector		13.54
99810 - Sales Clerk		12.62
99820 - School Crossing Guard		14.47
99830 - Survey Party Chief		28.04
99831 - Surveying Aide		15.90
99832 - Surveying Technician		21.77
99840 - Vending Machine Attendant		12.78
99841 - Vending Machine Repairer		16.09
99842 - Vending Machine Repairer Helper		12.78

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

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

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

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

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day

Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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



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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

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

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



following standards as compliance:

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

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

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

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

**Conformance Process:**

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

date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)	
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN CHARLTON COUNTY EMS 1567 THIRD ST FOLKSTON GA 315378907		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> (x)		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002		
		10B. DATED (SEE ITEM 13) 12/16/2016		
CODE 0791990520000	FACILITY CODE			

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)
X	In accordance with IGSA No. EROIGSA-17-0002

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: 079199052

Contracting Officer: [REDACTED]

Contracting Officer Representative [REDACTED]

Alternate Contracting Officer's Representative: [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

This Modification 13 authorizes GEO to apply ICE Office Space Renovation Project Cost 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.

[REDACTED]	Chairman
[REDACTED]	15C. DATE SIGNED 2.11.2021

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00013

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>( [REDACTED] ) and the Medical Annex Project Cost ( [REDACTED] ) to the credit balance of [REDACTED]. The balance of [REDACTED] will be deducted from ICE next invoice to fully account for the credit. Subject to request by ICE to add new equipment or supplies, new funds is not required for this effort as the credit, [REDACTED], is enough to cover both ICE Office Space Renovation/FF&amp;E and ICE Medical Annex Projects. The summary of the credit is as shown in Attachment 6 of this modification.</p> <p>For the breakdown/summary of the ICE Office Renovation Project Cost ( [REDACTED] ) and the Medical Annex Project Cost [REDACTED], Attachments 1, 2, 3, 4, and 5 are added to support this modification. For the Freight &amp; Installation charges, GEO must include evidence of charge for the Line Item along with invoice documents for payment.</p> <p>All other Terms &amp; Conditions remain unchanged.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN [REDACTED] 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0791990520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002	
		10B. DATED (SEE ITEM 13) 12/16/2016	

**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 IGSA No. EROIGSA-17-0002

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: 079199052

Contracting Officer: [REDACTED]

Contracting Officer Representative: [REDACTED]

Alternate Contracting Officer's Representative: [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

The purpose of Modification 14 is to:

Continued ...

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

15C. DATE SIGNED

2.23.202

**CONTINUATION SHEET**

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Revise the current Staffing Plan of IGSA EROIGSA-17-0002 at the Folkston ICE Processing Center. Specifically, Modification 14 removes the 11 Medical Full Time Employees (FTEs) that will no longer be GEO employees.</p> <p>The 11 Medical FTEs are:</p> <ul style="list-style-type: none"> <li>a. Licensed Mental Health Worker (Masters) 1.00 FTE</li> <li>b. Registered Nurse II-12312 4.50 FTE</li> <li>c. Licensed Practical Nurse II-12072 4.50 FTE</li> <li>d. Medical Records / Data Entry Clerk-12160 1.00 FTE</li> </ul> <p>2. The tiered staffing plans are hereby incorporated into this IGSA. The first tier [REDACTED] will be covered by the Monthly Fixed Rate. The incremental staffing tier will begin once the population exceeds 544 and will be funded through the per diem which covers the population from [REDACTED]. The transportation officers are funded through the Guard Rate and therefore are not a part of the Contracted Staffing Plan.</p> <p>By this revision, Current Monthly Fixed Rate is reduced by [REDACTED] to [REDACTED]. The breakdown of the changes, including the associated cost is attached with this modification.</p> <p>3. Approve [REDACTED] being additional cost for ICE Folkston Office Renovation; All fund obligations occur at the Task Order level.</p> <p>4. Approve 60 day Transition Period from Feb. 23, 2021 through April 22, 2021 to enable GEO more time to transit to the new IHSC management and complete the circuit upgrade.</p> <p>All other Terms &amp; Conditions remain unchanged.</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00014

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NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 12/16/2016 to 12/15/2021				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE 70CDCR	7. ADMINISTERED BY (if other than Item 6) CODE ICE/DCR		
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN [REDACTED] 1567 THIRD ST FOLKSTON GA 315378907		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)	
CODE 0791990520000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0002  10B. DATED (SEE ITEM 13) 12/16/2016	

**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.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)
X	In accordance with IGSA No. EROIGSA-17-0002

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: 079199052

Contracting Officer: [REDACTED]

Contracting Officer Representative [REDACTED]

Alternate Contracting Officer's Representative: [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

The purpose of Modification 15 is to:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 1

15A.	[REDACTED]
15B.	15C. DATE SIGNED 4.5.2021

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 EROIGSA-17-0002/P00015

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
 CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>To equitably adjust rates following the Collective Bargaining Agreement Memorandum of Understanding, between GEO Secure Services, LLC (GEO), and the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local 310 and the implementation of Department of Labor Wage Determination #2015-5414 Revision 15, dated 12/21/2020, effective 2/1/2021.</p> <p>The impact of this agreement on cost of services is as follows:</p> <ol style="list-style-type: none"> <li>1. Population Size: [REDACTED] @ Firm-Fixed-Price (FFP): increased from [REDACTED] monthly)</li> <li>2. Population Size: [REDACTED] @ Hourly Rate (HR): increased from [REDACTED] hourly)</li> <li>3. Transportation Services: @ FFP: decreased from [REDACTED] monthly)</li> <li>4. Remote Custody: @HR: increased from [REDACTED] to [REDACTED]</li> <li>5. Overtime Rate: @HR: increased from [REDACTED] to [REDACTED] monthly)</li> <li>6. Annex: Increased from [REDACTED] to [REDACTED] monthly)</li> </ol> <p>The total sum of the annual impact is [REDACTED] and applicable to TO 70CDCR21FIGR00096. Because of the effective date of DOL's approval is 2/1/2021, GEO is hereby authorized to submit a back pay (one-time payment) invoice for [REDACTED] covering 01 FEB through 31 MAR 2021 for payment.</p> <p>GEO may submit 10 monthly invoices (April 2021 through Jan 2022) in the amount of [REDACTED] to recover the balance of [REDACTED]. The attachments below provide additional support to this modification.</p> <p>All other terms &amp; conditions remain unchanged.</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00015

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3 3

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 12/16/2016 to 12/15/2021				

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

6 ISSUED BY CODE 70CDRC 7 ADMINISTERED BY (If other than Item 6) CODE ICE/DCR  
 DETENTION COMPLIANCE AND REMOVALS ICE/Detention Compliance & Removals  
 U.S. Immigration and Customs Enforcement Immigration and Customs Enforcement  
 Office of Acquisition Management Office of Acquisition Management  
 801 I ST NW, ██████████ 801 I Street NW, ██████████  
 WASHINGTON DC 20536 WASHINGTON DC 20536

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS  
 ATTN ██████████  
 1567 THIRD ST  
 FOLKSTON GA 315378907  
 CODE 0791990520000 FACILITY CODE  
 9A AMENDMENT OF SOLICITATION NO. (x)  
 9B DATED (SEE ITEM 11)  
 10A MODIFICATION OF CONTRACT/ORDER NO. x EROIGSA-17-0002  
 10B DATED (SEE ITEM 13) 12/16/2016

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:  
 D. OTHER (Specify type of modification and authority)  
 X In accordance with IGSA No. EROIGSA-17-0002

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: 079199052  
 Contracting Officer: ██████████  
 Contracting Officer Representative: ██████████  
 Alternate Contracting Officer's Representative: ██████████  
 County Admin.: ██████████  
 Subcontractor: GEO, ██████████

The purpose of Modification P00016 is to correctly adjust the impact of Modifications P00014 & P000015 on Annex Price of the agreement.  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A shall apply to this amendment and shall be deemed to be a part of this amendment.

15C DATE SIGNED  
 4.19.2021

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 EROIGSA-17-0002/P00016

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 2 2

NAME OF OFFEROR OR CONTRACTOR  
 CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Modification P00014 approved Annex price at [REDACTED] effective 2-1-2021 but expires 4-22-2021. It also approved a reduction of Annex Price by [REDACTED] to [REDACTED] effective 4/23/2021.</p> <p>Modification P00015 approved REA increased for Annex Monthly Rate by [REDACTED] effective 4/23/2021.</p> <p>Therefore, Annex Price is adjusted and effective 4/23/2021 as follows: [REDACTED]</p> <p>All other Terms &amp; Conditions remain unchanged.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN [REDACTED] 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0791990520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO EROIGSA-17-0002	
		10B. DATED (SEE ITEM 13) 12/16/2016	

**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 IGSA No. EROIGSA-17-0002

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: 079199052  
 Contracting Officer: [REDACTED]  
 Contracting Officer Representative: [REDACTED]  
 Alternate Contracting Officer's Representative: [REDACTED]  
 County Admin.: [REDACTED]  
 Subcontractor: GEO, [REDACTED]

The purpose of this modification is to incorporate FAR Class Deviation 52.223-99, Ensuring 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.

[REDACTED] Chairman [REDACTED]  
 [REDACTED] 5C. DATE SIGNED  
 [REDACTED] 11/12/2021 [REDACTED]

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Adequate COVID-19 Safety Protocols for Federal Contractors.</p> <p>52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION)</p> <p>(a) Definition. As used in this clause -United States or its outlying areas means-</p> <p>(1) The fifty States;</p> <p>(2) The District of Columbia;</p> <p>(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;</p> <p>(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and</p> <p>(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.</p> <p>(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).</p> <p>(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <a href="https://www.saferfederalworkforce.gov/contractors/">https://www.saferfederalworkforce.gov/contractors/</a></p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.</p> <p>Period of Performance: 12/16/2016 to 12/15/2021</p>				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00018

See Block 16C

6. ISSUED BY

CODE

70CDCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

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

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

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

CHARLTON COUNTY EMS  
ATTN [REDACTED]  
1567 THIRD ST  
FOLKSTON GA 315378907

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
EROIGSA-17-0002

10B. DATED (SEE ITEM 13)

CODE 0791990520000

FACILITY CODE

12/16/2016

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

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CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X In accordance with IGSA No. EROIGSA-17-0002

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: 079199052

Contracting Officer: [REDACTED]

Contracting Officer Representative: [REDACTED]

Alternate Contracting Officer's Representative: [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

The purpose of this modification is to extend the period of performance (POP) of IGSA No. Continued ...

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

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

Chairman

15C. DATE SIGNED

12.9.2021



**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00018PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	EROIGSA-17-0002 through Feb 15, 2022. The extension is to enable ICE and GEO more time to negotiate and renew the agreement for another 60 months. Period of Performance: 12/16/2016 to 02/15/2022				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES 1 4
2 AMENDMENT/MODIFICATION NO P00019	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
6 ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC [REDACTED]	CODE 70CDCR	7 ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205 [REDACTED]	CODE ICE/DCR
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CHARLTON COUNTY EMS ATTN [REDACTED] 1567 THIRD ST FOLKSTON GA 315378907		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 0791990520000 FACILITY CODE		(x) 10A MODIFICATION OF CONTRACT/ORDER NO EROIGSA-17-0002	10B DATED (SEE ITEM 13) 12/16/2016

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**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.**

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	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D OTHER (Specify type of modification and authority) In accordance with IGSA No. EROIGSA-17-0002

**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: 079199052

Contracting Officer: [REDACTED]

Contracting Officer Representative: [REDACTED]

Alternate Contracting Officer's [REDACTED]

County Admin.: [REDACTED]

Subcontractor: GEO, [REDACTED]

The purpose of this modification is to:

document referenced in Item 9 A or

Chairman

DATE SIGNED

1.26.22

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>1. Renew IGSA EROIGSA-17-0002 for a period of performance (POP) of 60 months, from February 16, 2022 through February 15, 2027.</p> <p>2. Change the staffing plan from the current tiered (incremental) to fixed staffing plan (See new staffing plan attached to this modification). As a result of this change, the following adjustments are also made to the agreement:</p> <p>a. [REDACTED] (Bed Space) will be covered by the monthly fixed fee rate.</p> <p>b. [REDACTED] (Bed Space) will be funded through per diem rate.</p> <p>c. Transportation is covered by a monthly fixed fee</p> <p>d. The Annex is also covered by a monthly fixed fee</p> <p>3. Accept GEO's 5 year price quote and incorporate same into the agreement (See price quote attached to this modification). However, fund obligation will occur only at the Task Order level. Period of Performance: 02/16/2022 to 02/15/2027</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Management Services at guaranteed minimum of [REDACTED] (70%), Year 1: [REDACTED] monthly services</p> <p>Detention Management Services at guaranteed minimum of [REDACTED] (70%), Year 2: [REDACTED] monthly services</p> <p>Detention Management Services at guaranteed minimum of [REDACTED] (70%), Year 3: [REDACTED] monthly services</p> <p>Detention Management Services at guaranteed minimum of [REDACTED] (70%), Year 4: [REDACTED] monthly services</p> <p>Detention Management Services at guaranteed minimum of [REDACTED] (70%), Year 5: [REDACTED] monthly services</p> <p>Obligated Amount: \$0.00 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00019

PAGE OF  
3 4

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001A	<p>Change Item 0001A to read as follows (amount shown is the obligated amount):</p> <p>Detention Management Services for populations                      [REDACTED] Bed Day rate:                      Year 1: [REDACTED]                      Year 2: [REDACTED]                      Year 3: [REDACTED]                      Year 4: [REDACTED]                      Year 5: [REDACTED]                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD</p>				
0002	<p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Services @ [REDACTED] monthly services                      Year 1: [REDACTED]                      Year 2: [REDACTED]                      Year 3: [REDACTED]                      Year 4: [REDACTED]                      Year 5: [REDACTED]                      Obligated Amount: \$0.00</p>				
0002A	<p>Change Item 0002A to read as follows (amount shown is the obligated amount):</p> <p>Transportation Guard Rate (Remote Custody) @ [REDACTED] per hour                      Year 1: [REDACTED]                      Year 2: [REDACTED]                      Year 3: [REDACTED]                      Year 4: [REDACTED]                      Year 5: [REDACTED]                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD</p>				
0002B	<p>Change Item 0002B to read as follows (amount shown is the obligated amount):</p> <p>Transportation OT Guard Rate @ [REDACTED] per hour                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-17-0002/P00019

PAGE OF  
4 4

NAME OF OFFEROR OR CONTRACTOR  
CHARLTON COUNTY EMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Year 1: [REDACTED]                      Year 2: [REDACTED]                      Year 3: [REDACTED]                      Year 4: [REDACTED]                      Year 5: [REDACTED]                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>0003 D. Ray James Correctional Facility Annex [REDACTED] Beds) @ monthly fixed fee [REDACTED]                      Year 1: [REDACTED]                      Year 2: [REDACTED]                      Year 3: [REDACTED]                      Year 4: [REDACTED]                      Year 5: [REDACTED]                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p>				
0004	<p>Stationary Guard - Medical [REDACTED] per hour</p> <p>Year 1: [REDACTED]                      Year 2: [REDACTED]                      Year 3: [REDACTED]                      Year 4: [REDACTED]                      Year 5: [REDACTED]                      Obligated Amount: \$0.00                      Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Note: This modification provides a 45-day window (effective on the date the modification is signed) to enable GEO hire, train, and deploy the 50 new FTEs to the field of service.</p>				



EROIGSA-17-0002  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS  
AND  
CHARLTON COUNTY, GEORGIA

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“ICE”), and Charlton County, Georgia, (“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):

**Folkston ICE Processing Center (FIPC)**  
**3423 Highway 252 East**  
**Folkston, GA 31537**

The following documents constitute the complete agreement:

- Bilaterally Signed Intergovernmental Service Agreement (IGSA)
- Attachment 1 – IHSC Formulary FY 2016
- Attachment 2 – IHSC 067 Request for Non-Formulary Medication
- Attachment 3 – Jail Cost Statement for FIPC Facility, dated October 2016
- Attachment 4 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 5 – Wage Determination Number: 2015-4515 Dated 7/08/2016
- Attachment 6 – DHS PREA Standards
- Attachment 7 – Quality Assurance Surveillance Plan
- Attachment 8 – Performance Work Statement (PWS)
- Attachment 9 – Staffing Plan
- Attachment 10 – DHS Fleet Card Manual
- Attachment 11 – List of Authorized Government Vehicles (To Be Determined & Provided)
- Attachment 12 – List of Authorized Contractor Vehicles (To Be Provided)
- Attachment 13 – Official Detail Form
- Attachment 14 – Use of Government Owned Vehicles
- Attachment 15 – Hold Harmless and Indemnity Agreement
- Attachment 16 – Intake Screening Form Template
- Attachment 17 – Trauma Informed Care Guidance
- Attachment 18 – Clinical Practice Guidelines
- Attachment 19 – Quality Improvement Audit Tool
- Attachment 20 – Security Requirements
- Attachment 21 – Required List of Repairs/Improvements

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

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

Contracting

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

Date: 16 Dec 2016

**ACCEPTED:**

Service Provider Organization

Chairman

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

Date: 12/16/2016

## Intergovernmental Service Agreement (IGSA)

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**Article 1. Purpose**

- A. Purpose: The purpose of this Inter-Governmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the provision of the necessary physical structure, equipment, facilities, personnel, and services to provide a program of care in a properly staffed and secure environment under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees." This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Service Provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the Agreement and ensure that the safekeeping, housing, subsistence, medical, and other program services provided to ICE detainees housed in the facility is consistent with ICE's civil detention authority, the PWS, IGSA requirements and ICE standards referenced in this agreement. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
- C. Rates: This is a fixed price agreement, not a cost reimbursable agreement, with respect to the monthly rate/price to house male detainees **ONLY**. There will **NOT** be any guaranteed minimums for this IGSA. 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. The applicable monthly rate/price shall be [REDACTED] for Detention Management Services + [REDACTED] for Transportation Services) for [REDACTED] male detainees. The monthly rate/price shall include the following services:
- Escort Services
  - Stationary Guard Services (See Article 17)
  - Transportation Services (See Article 16)

**Article 2. General**

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Facility meets ICE requirements, and is in compliance with ICE 2011 Performance-Based National Detention Standards (PBNDS). Therefore, ICE may perform numerous assessments to ensure compliance prior to presenting detainees for housing.

*\*Should there be a need for a ramp-up plan, the effective start of the plan is from the date of the first detainee presented for housing.*

- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in this Agreement. The Service Provider shall be prepared to accept detainees immediately upon issuance of task order in accordance with the agreed upon ramp-up plan.
- 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 **FIPC**. 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. Staffing: The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the approved staffing plan, notwithstanding the requirement of maintaining monthly minimum staffing levels of 95%.



Each month, the contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

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

### **Article 3. Covered Services**

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

- 5) Operating costs of facilities not utilized by Federal detainees
  - 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
  - 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees)
  - 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.
- E. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least [REDACTED] qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.

#### **Article 4. Receiving and Discharging Detainees**

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



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

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

- A. The Service Provider shall house detainees and perform related detention services at a minimum in accordance with the 2011 edition of ICE Performance Based National Detention Standards (PBNDS) unless otherwise specified in this agreement. The complete set of standards applicable to this procurement is available from the following website: [REDACTED] and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE PBNDS.



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

**Article 6. Healthcare Services**

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the 2011 PBNDS, NCCHC, and/or the current ACA Standards that are in place at the time of this agreement, including but not limited to; intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, mental health services, pediatric well care, and vaccinations. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary FY 2016 (IHSC Attachment 1) and IHSC form 067 for approval of non-formulary medications (IHSC Attachment 2) or equivalent. Required vaccinations per the CDC recommendations need to be assessed and provided, at a minimum to address the population that are the highest risk (i.e. Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, detainees over the age of 50, and other special populations) or to address pandemic events guidance which will be provided by the FMC. At a minimum on-site routine labs and CLIA waived testing will be a requirement of the Service Provider. Off-site labs must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All of the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include: approved non-formulary meds, or any approved newly marketed med not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for approval of retail purchases of medications is required of the clinical medical authority designated through the position description submitted by the vendor, and durable medical



equipment will be made available through the MedPAR system with assistance of the IHSC Field Medical Coordinator (FMC) or designee as needed.

- B. In the event of a medical emergency, the Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Service Provider or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post- approval for emergent care will be the IHSC FMC assigned to this location.
- C. The Service Provider shall furnish a twenty-four (24) hours/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Service Provider shall ensure they have access to an off-site emergency medical provider at all times.
- D. The Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area including any isolation rooms as well as other special housing areas within the facility. The service provider must provide training on all emergency plans to the on-site medical staff; both initially and annually after hire.
- E. A separate medical record, apart from the resident's social record/or alien file is to be maintained by the authorized medical vendor. Medical Records will be created and maintained by the responsible authorized medical vendor and/or the ICE Contracted vendor. IHSC will have full and open access to all detainee medical records during custody and up through the record retention timeframe. These documents will be maintained and stored per the following:

ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults. Records should be maintained in an easily retrieval format and in a location that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, preferably climate controlled.

A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany each detainee outlining necessary care during transit that includes current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the service provider shall seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used then the record format must adhere to the NCCHC and/or other National Health Record format.



- F. The Service Provider shall furnish on-site health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those spelled out in 2011 PBNDS and based on community standards of care.
- G. The Service Provider shall ensure that all health care providers utilized for ICE detainees are credentialed, to include: Primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (i.e. National Practitioner Data Bank). The Service Provider shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (as stated in the approved Staffing Plan detailed in Attachment 9). The Service Provider shall ensure that all health care staff employed under this agreement to provide care to ICE Detainees shall be licensed and/or certified as required by the State in which the designated facility covered under this agreement resides. At no time will unlicensed and/or uncertified health care staff provide care to ICE Detainees.
- H. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week, including an on-call physician, dentist, and mental health professionals, and that, per PBNDS 2011 Emergency Care is available 24 hours per day. The Service Provider shall ensure that its healthcare system /employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per the 2011 PBNDS, NCCHC, and/or the current ACA Standards.
- I. On-site health care personnel shall perform **initial medical screening** within (12) hours of arrival to the Facility. Arrival screening shall include, at a minimum, all questions captured on the IHSC intake screening form 795-A (Attachment 16) or equivalent: required testing for TB infection and/or disease, and recording the history of past and present illnesses (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also contain height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee.
- J. **A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation.** Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with the 2011 PBNDS, NCCHC, and/or the current ACA Standards.



- K. The Service Provider must provide detainees with access to medical services, preferably on-site, or with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over-the-counter and prescription medications, treatment of injuries, treatment of special needs, mental health and dental health assessments. All travel medications must be provided per the PBNDS 2011 requirement. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.
- L. Medical and relevant security staff shall receive training on Trauma Informed Care as directed by this agreement (As detailed in Attachment 17)
- M. The Service Provider shall furnish mental health evaluations as determined by the Facility Local Health Authority and in accordance with 2011 PBNDS, NCCHC, and/or the current ACA Standards.
- N. 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, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify their FMC and ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- O. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request.
- P. The Service Provider shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g. off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org/>.
- Q. The Health Authority of the Service Provider shall notify the ICE contact and the FMC as soon as possible if emergency care was obtained off site; and in no case more than seventy-two (72) hours after detainee is in receipt of such care. Authorized payment for all off-site medical services for the initial emergency need and for medical and/or mental health care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

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

- R. The Service Provider shall allow IHSC any ICE personnel access to its facility and medical records of ICE detainees for the purpose of healthcare review, complaint investigations, and 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).
- S. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its sub-Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of a detainee or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
- a. The provision of health care to such individuals;
  - b. The health and safety of such individual or other detainees;
  - c. The health and safety of the officers or employees of or others at the correctional institution;
  - d. The health and safety of such individuals and officers or other persons responsible for the transporting of detainees or their transfer from one institution, facility, or setting to another;
  - e. Law enforcement on the premises of the correctional institution;
  - f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
  - g. Conducting a quality improvement/quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.
- T. The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:
- a. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
  - b. The pharmacy shall run the prescription through the Script Care network for processing.
  - c. Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
  - d. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior



authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

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

#### U. Facility Requirements for Infectious Disease Screening

The Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility. (CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

#### V. Tuberculosis Screening

The Service Provider will perform TB screening, within 12 hours of detainee admission, as part of the routine intake screening, for early detection of any detainee suspected of having TB disease. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)] and result with a TST interpretation or IGRA positive for TB infection and no symptoms suggestive of TB disease must be evaluated with a chest radiograph within 5 days after the TST is interpreted or IGRA result is received.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms suggestive of TB or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the PBNDS and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. It is not necessary to house detainees separately from the general population unless there is clinical or radiographic evidence suggestive of TB disease. If chest x-rays are performed on-site, they will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. There will be a non-punitive process in place for detainees who refuse the screening assessment for TB.



The Service Provider will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the ICE detainee number with other identifying information. For detainees with confirmed or suspected TB disease, the Service Provider will coordinate with IHSC and the local health department prior to release to facilitate release planning and referrals for continuity of care.

The service provider will evaluate detainees annually for symptoms, consistent with TB, within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

#### W. Radiology Service Provider

If the service provider utilizes radiology for Tuberculosis screening, the requirement should be built into the established bed day rate for this IGSA. The cost of the equipment, maintenance of the equipment, training of staff, and arrangements for interpretation of the x-rays by credentialed radiologists, and transmission of data to and from the detention facility are provided by the Radiology Service Provider (RSP) and charged directly to the facility.

#### X. Airborne Precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, it is preferred that the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>).

#### Y. Language Access

The Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with residents who do not speak or understand English. Oral interpretation should be provided for residents who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this

purpose must be available in each classroom. In addition, deaf detainees or residents shall have access to a TTY telephone.

Z. Employee Health

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.html>

Employee health files for all service providers' employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results;
- b. Vaccination records including results, titers, and Immunization Declination Form(s);
- c. OSHA 301 Incident forms;
- d. Blood borne pathogen exposure documentation;
- e. Respirator medical clearance;
- f. Fit test results; and
- g. Other employee health documents.

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All service providers' personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
  - a. Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
  - b. Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.
2. Recommended Immunizations

Individuals employed by the service provider in a custody or detention environment are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for the service provider's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required and the Contracting Officer Representative must be notified of the refusal. ICE reserves the right to refuse service employees that refuse vaccines.



- a. Hepatitis A;
- b. Hepatitis B;
- c. Varicella;
- d. Measles, Mumps, Rubella (MMR);
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.

The Service Provider's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

### 3. Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

- a. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- b. Refuse the vaccination series for medical reasons and complete the Immunization Declination Form. The form used must meet the Occupational Safety & Health Administration language requirements which can be found at the following link:

<https://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html>

### AA. Standards of Medical Care

The Service Provider is responsible for providing resources for evidence based standards of medical care which can be used as a guide for treatment of all diagnosed healthcare concerns. The provider shall establish and make available to the government the vendor's proposed evidence based standards of medical/mental health care within 90 calendar days from the contract award. See examples to resources below;

1. Asthma  
IHSC Clinical Practice Guidelines (Attachment 18)
2. Chemical dependence/ Intoxication/ Withdrawal  
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011 for reference.  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
3. Diabetes

Standards of Medical Care in Diabetes—2015 American Diabetes Association  
[http://care.diabetesjournals.org/content/38/Supplement\\_1](http://care.diabetesjournals.org/content/38/Supplement_1)

4. Epilepsy  
American Epilepsy Society  
[https://www.aesnet.org/clinical\\_resources/guidelines](https://www.aesnet.org/clinical_resources/guidelines)
5. Hepatitis A, B, and C  
Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B, and Hepatitis C and Cirrhosis (three different clinical practice guidelines).  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
6. HIV  
NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents  
<http://www.aidsinfo.nih.gov/guidelines>
7. Hypertension  
IHSC Clinical Practice Guidelines (Attachment 18)
8. Lipids  
2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline  
2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease  
<https://circ.ahajournals.org/content/123/20/2292.full.pdf>
9. Sickle Cell Disease  
IHSC Clinical Practice Guidelines (Attachment 18)
10. Tuberculosis  
Tuberculosis Management Control Guide for IHSC Medical Clinics  
Centers for Disease Control and Prevention  
<http://www.cdc.gov/tb/publications/guidelines/default.htm>
11. Depression  
Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive Disorder  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)
12. Schizophrenia  
Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia  
[http://www.bop.gov/resources/health\\_care\\_mngmt.jsp](http://www.bop.gov/resources/health_care_mngmt.jsp)



**BB. Medical Quality Improvement**

The Service Provider must develop and implement a Continuous Medical Quality Improvement Plan which will be incorporated into the Quality Management Program for this facility. The program will ensure the Service Provider maintains operations in accordance with the PBNDS 2011, NCCHC, ACA and/or ICE FRS standards.

The service provider must complete the incorporated IHSC Continuous Quality Improvement Audit tool (Attachment 19) forward the full report to the IHSC designee no later than the 10th of the month following the end of each quarter (1<sup>st</sup> quarter –Oct, Nov, Dec; 2<sup>nd</sup> quarter-Jan, Feb, Mar; 3<sup>rd</sup> quarter-Apr, May, Jun; 4<sup>th</sup> quarter-Jul, Aug, Sept).

The clinical operation will be audited by IHSC every 6 months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for maintaining compliance of NCCHC, ACA, and PBNDS 2011 and/or the ICE FRS requirements.

The Service Provider will achieve full NCCHC (Adult or Juvenile) accreditation within twelve to eighteen months of contract award. The service provided will maintain accreditation compliance at all times for the life of the contract.

**Article 7. Employment Screening Requirements**

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

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

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



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

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

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

#### **Article 8. Period of Performance**

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

#### **Article 9. Inspections, Audit, Surveys, and Tours**

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.

- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.
- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
- E. Access to Detainee and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

#### **Article 10. Modifications and Disputes**

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.
- B. Change Orders:
  - 1. The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
    - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
    - (b) Place of performance of the services.
  - 2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
  - 3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.



4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
  5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

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

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

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

#### **Article 12. Enrollment, Invoicing, and Payment**

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881,

Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

- B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

1. By mail:

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

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

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

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;



13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.
15. For Mileage, the itemized monthly invoice shall include a copy of the GSA webpage that shows the mileage rate being applied for that invoice.

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

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

#### **Article 13. ICE Furnished Property**

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

#### **Article 14. Hold Harmless Provisions**

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

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.

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

#### **Article 15. Financial Records**

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



Government. ICE will apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

#### **Article 16. Transportation**

- A. All transportation of ICE detainees shall be conducted in accordance with the ICE 2011 PBNDS. Except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. All transportation services shall be accomplished in an appropriate and economical manner.
- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.
- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COR or designated ICE official. At least [REDACTED] qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An [REDACTED] shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered



released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

- F. The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detainee to the Facility. The Service Provider shall ensure that at least one officer responsible for the security of the detainee while he/she is an in-patient at the hospital will be of the same sex as the detainee.
- 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 related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- J. Miscellaneous Transportation: The COR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.

- K. When the COR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- L. The Service Provider shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.
- M. Failure on the Service Provider's part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.
- N. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties.
- O. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.
- P. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following requirements are [REDACTED] Mileage may vary from the table depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

Mileage From FACILITY	Locations	City	Frequency
Provide Facility Name	Nearest Hospital	TBD	As Needed

**Article 17. Guard Services**

- A. The Service Provider agrees to provide stationary guard services, at a separately agreed hourly rate, on demand by the COR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COR. Qualified detention officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by CO or COR to enhance specific requirements for security, detainee



monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COR.

- B. The Service Provider shall be authorized [REDACTED] officers for each such remote location, unless additional officers are required, per the direction of the COR or designated ICE officer. Except in cases of an emergency, [REDACTED] above referenced officers shall be of the same sex as the detainees being assigned to the remote location.
- C. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided during the invoiced period.

**Article 18. Contracting Officer's Representative (COR)**

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

**Article 19. 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 4. 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 5 - Wage Determination)

**Article 20. Notification and Public Disclosures**

- A. Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any

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

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

#### **Article 21. Incident Reporting**

- A. The COR shall be notified immediately in the event of all serious incidents. The COR will provide after-hours contact information to the Service Provider at the time of award.
- B. Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non- declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a



community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

- C. The Service Provider agrees to cooperate with any Federal investigation concerning incidents and treatment involving ICE detainees to the full extent of its authorities, including providing access to any relevant databases, personnel, and documents.

## **Article 22. Detainee Privacy**

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

**Article 23. Zero Tolerance for Sexual Harassment, Abuse, and Assault**

- A. The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program of which training will include training on working with vulnerable populations and addressing their vulnerability in the general population. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA) and 2011 PBNDS 2.11.
- B. The Service Provider will ensure that information regarding the facility's policy on sexual abuse/assault is included in the detainee handbook; that the facility articulates to staff and to detainees and adheres to a standard of zero tolerance for incidents of sexual abuse or assault; that detainees shall be encouraged to promptly report acts of harassment of a sexual nature, or abuse or signs of abuse observed; that victims of sexual abuse are given timely access to emergency medical treatment and crisis intervention services; that training is included for all staff to ensure that they fulfill their responsibilities under the Service Providers' Sexual Abuse and Assault Prevention and Intervention Program; that the facility reports immediately all sexual abuse and/or assault to ICE/ERO; that the Service Provider develops and implements a policy that includes: an evidence protocol for sexual assault, including access to a forensic medical exam, an internal administrative investigation process that will not compromise a criminal investigation. The Service Provider will also maintain a policy that requires medical staff to report allegations or suspicions of sexual assault to appropriate facility staff, how the victim's medical, mental health and future safety needs will be addressed; appropriate disciplinary sanctions, how a detainee may contact the Office of the Inspector General to confidentially report sexual abuse or assault.

**Article 24. Detainee Telephone Services (DTS)**

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.



- D. ICE recognizes the Service Provider may have an existing contract with a Telecommunications Company to provide telephone service to ICE detainees. ICE requires the Service Provider to require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. Additionally, ICE requires that the Service Provider or their Telecommunications Company provide that ICE detainees have direct access to the DTS Contractor for collect and prepaid calls. This shall occur at the expiration of any current contract with a Telecommunications Company. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services to ICE detainees. The Service Provider (and the Telecommunications Company) shall make all arrangements with the DTS Contractor independently from this Agreement. The DTS Contractor shall be responsible for the costs incurred to provide the pro bono services, and the maintenance and operation of the system, including a standard compensation to the Telecommunications Company. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
  
- E. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

G. DTS Contractor Information:

Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

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

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

**Article 25. Government Use of Wireless Communication Devices**

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

**Article 26. Certified Cost and Pricing Data**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(2) Be limited to such modifications.

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

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

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

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

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

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

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

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

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

(c)

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

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

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

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

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

(2)

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

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



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

(ii) An offset shall not be allowed if –

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

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

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

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

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

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

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

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

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

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

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

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

(d)

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

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

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

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

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

(2)

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

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

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

(ii) An offset shall not be allowed if -



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

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

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

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

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

#### Certificate of Current Cost or Pricing Data

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

Service Provider \_\_\_\_\_ Board of Commissioners \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title Chairman

Date of execution\*\*\* 12/16/2016

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

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

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

## **Article 27. Combating Trafficking in Persons**

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

“Coercion” means—

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

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

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

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

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

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

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

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

“Severe forms of trafficking in persons” means—



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

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

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

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

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

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

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

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

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;

- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

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

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

#### **Article 28. Order of Precedence**

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