

EROIGSA-17-0003
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
Cibola County, N.M.

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

**Cibola County Correctional Center
2000 Cibola Loop
Milan, New Mexico 87021**

The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Proposal dated 10/25/16,
- Attachment 1 - RESERVED
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: 2015-2361 Dated 09/01/2016
- Attachment 4 - Quality Control Plan (TO BE PROVIDED BY THE SERVICE PROVIDER PRIOR TO AWARD)
- Attachment 5 - Quality Assurance Surveillance Plan
 - 5.A. Performance Requirements Summary
 - 5.B. Sample Contract Deficiency Report
- Attachment 6 – Performance Work Statement (PWS)
- Attachment 7 – Staffing Plan (TO BE PROVIDED BY THE SERVICE PROVIDER WITH PROPOSAL)
- Attachment 8- Incorporation of DHS PREA Standards

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the [Name of Service Provider] and Department of Homeland Security, U.S. Immigration and Customs Enforcement. This Agreement shall become effective upon the execution of all signatory parties below.

ACCEPTED:

U.S. Immigration and Customs Enforcement


[Redacted]
Contracting Officer

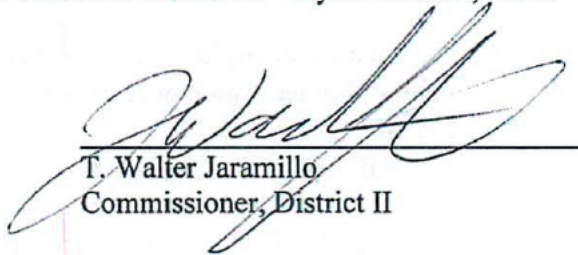
Signature

Date:

BOARD OF COUNTY COMMISSIONERS

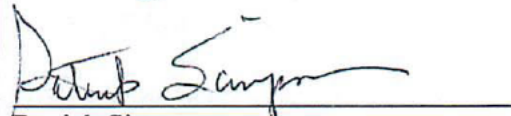
APPROVED, ADOPTED AND PASSED on this 26th day of October, 2016.


Robert Armijo
Commissioner, District I



T. Walter Jaramillo
Commissioner, District II

ABSENT

Jack Molerres
Commissioner, District III


Patrick Simpson
Commissioner, District IV




Lloyd F. Felipe
Commissioner, District V

[Redacted]
Cibola County Clerk



Cibola County Manager

Signature:



Date:

10-26-16

Intergovernmental Service Agreement (IGSA)

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Article 1. Purpose

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

Month 1 Ramp Pricing [REDACTED]:	\$ [REDACTED] bed day rate
[REDACTED] and above)	\$ [REDACTED] bed day rate
Fixed Monthly Payment for [REDACTED] detainees	\$ [REDACTED]
Bed Day Rate for detainee [REDACTED] and above	\$ [REDACTED] per detainee
* Escort Services at Regular Rate	\$ [REDACTED] per hour
* Escort Services at Overtime Rate	\$ [REDACTED] per hour
* Stationary Guard at Regular Rate	\$ [REDACTED] per hour
* Stationary Guard at Overtime Rate	\$ [REDACTED] per hour
* Detainee Work Program Reimbursement	\$ [REDACTED] per day
*Transportation Costs	\$TBD
* See Article 17,	

If this IGSA contains a population guarantee, ICE will not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes,

court orders and extraordinarily severe weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

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. CCA may submit requests to waive compliance with PBNDS optimal standards within 180 days of the Agreement effective date.

**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 and in accordance with any 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 Cibola County Correctional Center. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Assignment: The Service Provider may assign some or all of its responsibilities and liabilities for performance of this Agreement upon approval of ICE.
- E. 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.

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, if the vacancy in combination with other vacancies regardless of duration bring staffing levels below 95%. 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. The deduction will be based on the daily salary and benefits of the vacant position. No deduction shall apply during any period the Service Provider documents that a vacant position is covered through the use of overtime, contract staff or otherwise.

- F. 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. The Service Provider will also ensure that adequate administrative space in accordance with the Physical Plant Requirements listed under Article 35 of this agreement. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.
- C. Unit of Service and Financial Liability: The unit of service is called a "Bed Day" and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:

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

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.

F. **Staffing Selection:** The Service Provider will make all reasonable efforts to hire security and medical staff who are bilingual and speak English and Haitian Spanish or any other languages predominantly found in the detainee population.

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 legal, medical and social services that are available in the release community and 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. 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: <http://www.ice.gov/detention-standards/2011/> and are incorporated herein. CCA may submit requests to waive compliance with PBNDS optimal standards within 180 days of the Agreement effective date. 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 thirty (30) 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 minimum requirements are expressed, innovation is encouraged to further the goals of detention reform. CCA may submit requests to waive compliance with PBNDS optimal standards within 180 days of the Agreement effective date.
- D. The Service Provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) months, and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Finally, the Service Provider will comply with all required elements (listed in Attachment 8) of Subpart A of the U.S. Department of Homeland Security Regulation titled "Standards to Prevent, Detect, and respond to Sexual Abuse and Assault in Confinement Facilities", 79 Fed. Reg. 13100 (Mar. 7, 2014) (DHS PREA). 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. If any requirements of the DHS PREA standards conflict with the terms of the 2011 PBNDS , the DHS PREA standards shall prevail.

Article 6. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the 2011 PBNDS, including but not limited to: intake arrival screening, tuberculosis testing and symptom screening, on-site sick call, chronic care, over the counter and prescription medication and durable medical equipment and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with providing necessary medical treatment. In such event, the Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and

type of treatment provided. The costs of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC) and at no time shall the Service Provider or detainee incur any financial liability related to such services.

- C. A full copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a transfer summary shall accompany the detainee outlining necessary care during transit to include medications, medical precautions, equipment needed, and appropriately authorized methods of travel.
- D. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall retain, at a minimum, enough medical staff and appropriately trained and qualified personnel per shift to ensure appropriate access to and delivery of care as addressed in 2011 PBNDS.
- E. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week including an on-call physician, dentist and mental health professional, or designee, available 24 hours per day. The Service Provider shall ensure that its employees solicit each detainee for health requests and deliver them in writing to the medical and health care staff to be reviewed daily.
- F. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than spelled out in 2011 PBNDS.
- G. Onsite health care personnel shall perform initial medical screening within (12) hours of arrival to the Facility. Sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs and mental and dental health assessments shall be available to the detainees. Arrival screening shall include, all elements required by PBNDS 2011 and at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD) or chest x-ray, and recording the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).
- H. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and in accordance with detention, 2011 PBNDS, National Commission on Correctional Health Care (NCCHC), and ACA standards with the expectation to provide custody oversight and medication as needed.
- I. A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical and/or mental health conditions

shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with PBNDS2011, National Commission on Correctional Health Care (NCCHC) and ACA standards.

- J. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- K. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request. The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. off-site lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide. (found at www.icehealth.org).
- L. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, the Service Provider shall obtain the medical treatment required. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the organization listed below as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. Authorized payment for all off-site medical services for the initial emergency need and for medical care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

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

- M. The Service Provider shall allow IHSC Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).
- N. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its sub-Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without

consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- a. The provision of health care to such individuals;
 - b. The health and safety of such individual or other inmates;
 - c. The health and safety of the officers or employees of or others at the correctional institution;
 - d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
 - e. Law enforcement on the premises of the correctional institution; and
 - f. The administration and maintenance of the safety, security, and good order of the correctional institution.
 - g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.
- O. The Service Provider shall direct offsite medical providers to submit all medical invoices for authorized payment for medical, dental, and mental health services to the following address:

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

- P. The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:
- a. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # IHSC assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
 - b. The pharmacy shall run the prescription through the Script Care network for processing.
 - c. Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
 - d. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be

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

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

Q. Facility Requirements for Infectious Disease Screening

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

R. Tuberculosis Screening

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

S. Tele-radiology Service Provider

The Service Provider shall either use the services of the ICE Tele-radiology Service Provider (ITSP) or those of a Tele-radiology Service Provider of their choice and at the Service Provider's cost. Prior to using the ITSP, the Service Provider shall contact the Contracting Officer to receive approval. 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 ITSP and charged directly to ICE. The Service Provider shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a tele-radiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports. The tele-radiology coordinator may be a nurse or nurse practitioner and collateral duty of the appointed staff. It is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee.

T. Medical Countermeasures (MCM)

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

1. Maintain an independent cache of antibiotics that could be administered to the maximum number of detainees that may be located within the Facility within a six (6) hour period after an emergency declaration on any given day and time.

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

Article 7. Employment Screening Requirements

General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.

A. Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:

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

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

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

B. SUITABILITY DETERMINATIONS

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

C. BACKGROUND INVESTIGATIONS

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

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

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

Foreign National Relatives or Associates Statement

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

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

Authorization for Release of Medical Information

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

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

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

D. TRANSFERS FROM OTHER DHS CONTRACTS:

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

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

E. CONTINUED ELIGIBILITY

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

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

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

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

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

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

F. EMPLOYMENT ELIGIBILITY

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

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

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

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

G. SECURITY MANAGEMENT

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

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

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

H. INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

Article 8. Ordering Period, the Guaranteed Minimum, and Termination

This Ordering Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and the Ordering Period will remain in effect for 60 months, and may be extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the Ordering Agreement, 60 days in advance of the effective date of termination, or the Parties may agree to a shorter period. There are no termination costs associated with the termination of the Ordering Agreement, nor is the Government required to place Orders beyond the guaranteed minimum ordering period.

The guaranteed minimum ordering period is the greater of 60 days of services, or [REDACTED]

Individual Task Orders may be terminated by the Government, provided 60 days' notice is given to the Service Provider in advance of the effective date of termination, although the Parties may agree to a shorter notification period. For terminations under this Article, ICE will be under no financial obligation for any costs related to the termination. The Service Provider will only be paid for the 60 days of service 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 may 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 may 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 a reasonable time of at least 30 days 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 unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
 5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article 11. Adjusting the Bed Day Rate

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

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-FEP

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

802-288-7658

3. By e-mail:

Invoice.Consolidation@dhs.gov

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

Each invoice submitted shall contain the following information:

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

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

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

Article 13. ICE Furnished Property

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

Article 14. Hold Harmless Provisions

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

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

Article 15. Financial Records

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and

resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to contract compliance, 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. Furthermore, except in emergency situations, a [REDACTED] 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 housed at the facility securely, in a timely manner, to locations as directed by the ICE COR or designated ICE official. At least two (2) 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 officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.
- F. The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detainee to the Facility. The Service Provider shall ensure that at least one officer responsible for the security of the detainee while he is an in-patient at the hospital will be of the same sex as the detainee.
- G. Service Provider Furnished Vehicles: If the Service Provider is to use its own vehicles, the following requirements apply to this agreement.
1. The Service Provider shall not allow employees to use their personal vehicles to transport detainees.
 2. The Service Provider shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
 3. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
 4. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.
- H. Government Furnished Vehicles: If ICE authorizes the Service Provider to use Government furnished vehicles, the following requirements apply to this agreement.(Not Applicable)

1. If ICE chooses to authorize Service Provider employees to operate Government furnished vehicles, the Government will provide the Service Provider with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE Designated Facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this Agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.
2. The Service Provider agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Service Provider, its employees and or persons acting on behalf of the Service Provider. The Service Provider shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Service Provider agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
3. In addition, the Service Provider agrees to assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Service Provider, agents, or other persons acting on behalf of the Service Provider. The Service Provider agrees to fully cooperate and assist ICE in the defense of any claims made against ICE.
4. In order for ICE to maintain accurate fleet records of the transportation services, the Service Provider officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used. The form that is required is the Official Detail Form (formerly G-391). This form is to be filled out at the beginning of each shift. At the end of a shift, the form is to be provided to the ICE Shift Supervisor with a copy to the COR. The Service Provider shall keep the original for three years. The form is Attachment 8 to this Agreement.
5. The COR will provide forms to the Service Provider to request and authorize routine maintenance of vehicles.
6. The Service Provider shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.

7. The Government will provide instruction on the proper use of the Fleet Card to all Service Provider personnel responsible for the operation of any Government Vehicle. The instruction will be in accordance with the DHS Fleet Card Manual (Attachment 8).
 8. A list of the Government vehicles authorized for use by the Service Provider is found as Attachment 9.
- 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 not exceeding 240 miles roundtrip no more than twice a month.
 - 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 may 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
	Albuquerque Airport		
	Albuquerque Sub Office		
	Torrance County Detention Facility to Albuquerque Sub office		
	Cibola to El Paso SPC		
	Cibola to San Diego/ AZ Meet and Greet		

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 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of [REDACTED], or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)
- C. FAR 52.222-43 Fair Labor Standards Act and the Service Contract Act-Price Adjustment (Multiyear and Option Contracts) is incorporated by reference.

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 receipt. 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 inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; serious physical injury to any detainee, regardless of the source; 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 allegations or reports of 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 in accordance with the DHS PREA standards referenced in Article 5 above. 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. Additionally, the Service Provider will hire staff to perform the duties of a Prevention of Sexual Assault Program Coordinator as well as an Investigator with specialized PREA training to ensure the appropriate prevention, intervention, response and investigation of allegations of sexual abuse or assault.
- 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, a court, or for the purpose of obtaining legal representation. A detainee's call to a court, a legal representative, the DHS Office of Inspector General, the DHS Office for Civil Rights and Civil Liberties, or for the purposes of obtaining legal representation may not be electronically monitored without a court order.
- C. Telephone rates shall not exceed the FCC rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations including the FCC order entitled *Rates for Interstate Inmate Calling Services*, 78 Fed. Reg. 67956 (November 13, 2013).
- D. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS contractor to ICE detainees, based upon concurrence between ICE and the Service Provider, may be added in the future subject to negotiation at no cost to ICE. These features may not in any way compromise the safety and security of the detainees, staff or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system

or software from the DTS service. Such capabilities may now or in the future include; video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the DTS provider, subject to negotiations with ICE, and shall be negotiated at a future time and date if required.

- E. Facilities: The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- F. 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.

CC. DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

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

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

Article 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 ██████████ except that this Article does not apply to any modification (1) where prices of the modification are based upon adequate price competition, or (2) when a waiver has been granted.

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

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

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

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

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

(d)

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

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

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

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

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

(2)

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

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

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

(ii) An offset shall not be allowed if -

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

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

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

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

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

Certificate of Current Cost or Pricing Data

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

Service Provider _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

Article 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.

Article 29. Reporting Executive Compensation and First-Tier Subcontract Awards

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

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

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

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

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

- (1) *Salary and bonus*.

- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
 - (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
 - (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
- (c) Nothing in this article requires the disclosure of classified information
- (d)
- (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) ██████████ or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

- (2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of [REDACTED] or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (vi) Subcontract number (the subcontract number assigned by the Contractor).
 - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (ix) The prime contract number, and order number if applicable.
 - (x) Awarding agency name and code.
 - (xi) Funding agency name and code.
 - (xii) Government contracting office code.
 - (xiii) Treasury account symbol (TAS) as reported in FPDS.
 - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of [REDACTED] or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier

subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) [REDACTED] or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than [REDACTED] to avoid the reporting requirements in paragraph (d).
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g)
 - (1) If the Contractor in the previous tax year had gross income, from all sources, under [REDACTED] the Contractor is exempt from the requirement to report subcontractor awards.
 - (2) If a subcontractor in the previous tax year had gross income from all sources under [REDACTED] the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR

Article 30. Exclusivity

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

agency shall be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

Article 31. Use of Service Provider's Policies and Procedures

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

Article 32. Accreditation

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

Article 33. Quality Control

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

changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

Article 34. Quality Assurance Surveillance Program (QASP)

- A. The Government's Quality Assurance Surveillance Program is based on the premise that the Service Provider, and not the Government, is responsible for management and quality control actions to meet the terms of the Agreement. The Quality Assurance Surveillance Plan (QASP) procedures recognize that unforeseen problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.
- B. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider's operations and after completion of the tasks.
- C. When the Service Provider is advised of any unsatisfactory condition(s), the Service Provider shall submit a written report to the COR addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.
- D. The COR may check the Service Provider's performance and document any noncompliance; only the Contracting Officer may take formal action against the Service Provider for unsatisfactory performance.
- E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services, the appropriate reductions, and the total payment due.
- F. Attachment 5 of this Agreement sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Service Provider. It presents the financial values and mechanisms for applying adjustments to the Service Provider's invoices as dictated by work performance measured to the desired level of accomplishment.
 - 1. The purpose of the QASP is to:
 - a. Define the roles and responsibilities of participating Government officials.
 - b. Define the types of work to be performed.
 - c. Describe the evaluation methods that will be employed by the Government in assessing the Service Provider's performance.
 - d. Describe the process of performance documentation.
 - 2. Roles and Responsibilities of Participating Government Officials
 - a. The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Service Provider on a day-

to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Service Provider's work performance.

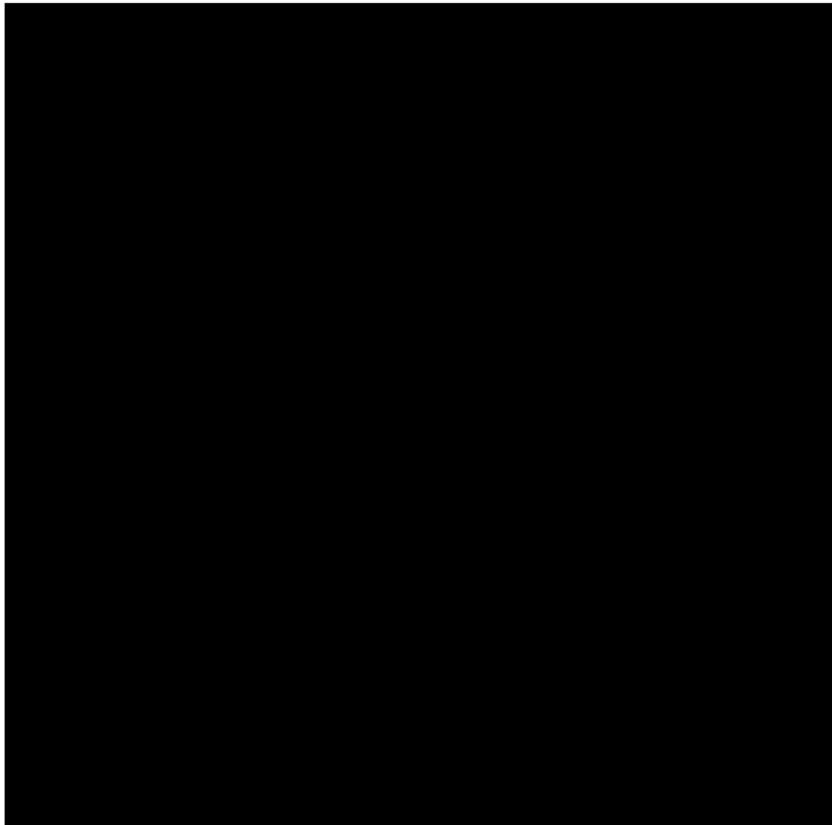
- b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Service Provider's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Service Provider's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Service Provider's performance, e.g., monetary adjustments for inadequate performance.

- G. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this Agreement. Any reductions in the Service Provider's invoice shall reflect the contract's reduced value resulting from the Service Provider's failure to perform required services. The Service Provider shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

Article 35. Physical Plant Requirements

A. Enforcement and Removal Operations Office Space

The Service Provider shall provide the following offices and other space for ICE:





1.

B. Health Services Space

Health Services Space: Health services will be provided by the Service Provider or if applicable, through its sub-Service Provider.

C. Processing Area

The processing area shall be designed to process detainees as required in high frequency rates and varying numbers i.e., a busload up to 100 detainees at one time. The processing area shall be in compliance with the ICE Hold Room Standard and the 2011 PBNDS.

D.

Freedom of Movement

The Service Provider should make reasonable efforts to allow for open or flexible movement within the facility; including regular ingress and egress to recreation areas consistent with the classification levels of the detainee population and facility layout.

E. Furniture

All furniture and case goods shall be furnished by the Service Provider.

F. ICE IT Equipment

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

G. Communication Equipment

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, [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) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0544423480000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003	
		10B. DATED (SEE ITEM 13) 10/28/2016	

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) Bilateral Modification

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

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

DUNS Number: 054442348

Program PO: [REDACTED] 915-856-[REDACTED]

COR: [REDACTED] 915-856-[REDACTED]

ALT COR: [REDACTED] 915-856-[REDACTED]

OAQ POC:

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

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

Warden: [REDACTED] 520-483-[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.

[REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
[REDACTED]	16C. DATE SIGNED
[REDACTED]	16C. DATE SIGNED 11/10/17

(Signature of person authorized to sign)

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00001

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification to the IGSA for the Cibola County Correctional Center located in Milan New Mexico is to capture the agreement for additional medical staff and add transportation services in support of the Cibola County Correctional Center. The increase in medical staff has resulted in changes to CLINs 0001,0002, and 0003. The Transportation Services have been added as CLINs 0004 Fixed routes and 0005 On Demand Transportation.</p> <p>Cibola County hereby agrees to:</p> <ol style="list-style-type: none"> 1) staff medical positions as per the attached Medical Staffing Plan (Attachment 7-M); 2) provide detainees with access to a language line that offers trained interpreters over the phone and/or via video remote, including instant access to interpreters who speak Spanish and Haitian Creole; 3) Cibola County must hire interpreters, with at least one Spanish language interpreter and at least one Haitian Creole language interpreter to provide interpreter services at the medical clinic and, when available, at other facility locations. 4) On demand Transportation in support of the Cibola County Correctional Center may only be performed at the direction of the COR, ALT COR and/or the Contracting Officer. <p>ICE hereby agrees to:</p> <ol style="list-style-type: none"> 1) place no more than [REDACTED] detainees in the facility until sufficient medical staff(as determined by ICE Health Service Corps [IHSC]) has been hired and cleared , and the Mental Health Unit (MHU) will not be operational until sufficient medical staff (as determined by ICE Health Service Corps [IHSC]) has been hired and cleared. The detainee population will be allowed to incrementally increase as the number of cleared staff increases towards full medical staff [REDACTED] FTEs), as determined by IHSC; 2) limit new intakes to [REDACTED] per week; 3)detail a Detention Service Manger (DSM) to Cibola at least two weeks a month. <p>Furthermore , the El Paso Field Office Field Medical Coordinator (FMC) will conduct weekly calls with the Cibola Health Service Continued ...</p>				

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EROIGSA-17-0003/P00001

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Administrator to discuss any issues or concerns; ICE's inspection contractor will conduct a full PBNDS 2011 annual inspection of Cibola 90 days after the first detainee is admitted. The inspection will include a Quality of Medical Care (QMC) review by a registered nurse and medical subject matter expert (SME). IHSC will also conduct a site visit at Cibola within 6 weeks of detainees first arriving at the facility and then at least quarterly for the first year, to monitor the quality of care.</p> <p>Attachment 7-M: Medical Staffing Plan Attachment 7-T: Transportation Staffing Plan Exempt Action: Y Delivery Location Code: ICE-ERO DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-SPC-FAO-PIC Williston VT 05495-1620 USA</p> <p>Period of Performance: 10/28/2016 to 10/27/2021</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>Fixed Monthly Rate after ramp up for Detention Services [REDACTED] detainees [REDACTED] per month Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 11/01/2016</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				
0002	<p>Bed Day rate [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 11/01/2016</p> <p>Change Item 0003 to read as follows (amount shown Continued ...</p>				

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>is the obligated amount):</p> <p>Ramp up Bed Day Rate</p> <p>Ramp: Fixed rate for month 1: Initial four weeks(1 week at [redacted] beds, 3 weeks at [redacted] beds) [redacted]</p> <p>Fixed rate for month 2: Four weeks [redacted] bed four weeks)= [redacted]</p> <p>ICE would pay a bed day rate of [redacted] for any detainee over [redacted] within the first 60 days.</p> <p>The pricing for the ramp would start as soon as the first detainee was sent to Cibola. The fixed amounts represent the # of beds listed times the [redacted] rate ICE was given by CoreCivic.</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 11/01/2016</p> <p>Add Item 0004 as follows:</p>				
0004	<p>Fixed Route Transportation</p> <p>Annually [redacted] monthly</p> <p>Fixed Routes in support of Cibola County Correctional Center:</p> <ol style="list-style-type: none"> [redacted] fixed rate annually, [redacted] Monthly fixed rate. <ul style="list-style-type: none"> Cibola to ABQ airport (round trip) 5 days a week. Cibola to ABQ Sub Office (round trip) 5 days per week. Cibola, Torrance, to ABQ Sub Office (round trip) 5 days per week. Medical and local court runs will be performed by CoreCivic. On Demand Routes that are requested on a repetitive basis can be added to the confirmed/fixed routes upon request. This action may require renegotiation of Annual rate. <p>Obligated Amount: \$0.00 Product/Service Code: S206 Continued ...</p>				0.00

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EROIGSA-17-0003/P00001

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0005 as follows:</p> <p>On Demand Transportation</p> <p>On demand transportation at a rate of [REDACTED] per mile. There is a maximum mileage of [REDACTED] annually. 60 months mileage [REDACTED]</p> <ol style="list-style-type: none"> [REDACTED] per mile rate for On Demand Transportation. Lodging costs (MI&E) are included in the Mileage rate. All Requests for On Demand Transportation shall come from the COR, ALT COR , and/or the Contracting Officer. Any On Demand route ordered shall begin within (12) twelve hours of the request from the COR, ALT COR, and/or Contracting Officer. On Demand Routes include but are not limited to Destination identified: Sandoval Detention Center, Cibola County Sheriff, Metropolitan Detention Center, and Central New Mexico Correctional Facility. A looped route from Cibola to the Roswell Sub Office, then to Torrance (round trip) up to 5-days a week. Cibola to Florence route. It is expected the requirement will eventually be a daily fixed meet and greet. However, the location has not been determined at this time. Maximum allowable Mileage is [REDACTED] miles annually. CoreCivic will notify the Government when 75% of the [REDACTED] miles annually [REDACTED] miles) have been used so that renegotiation for any additional On Demand transportation can be achieved. <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				0.00

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW S [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 205	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003
		10B. DATED (SEE ITEM 13) 10/28/2016
CODE 0544423480000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 054442348

Program PO: [REDACTED] 915-856-[REDACTED]

COR: T [REDACTED] 915-856-[REDACTED]

ALT COR: [REDACTED]

OAQ POC:

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

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

Warden: Brian Koehn 520-483-[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)		
	[REDACTED]		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate the 2016 Revisions to the Performance Based National Detention Standards 2011 (PBNDS 2011) at no additional cost to the Government. The Revisions shall be implemented by June 30, 2017.</p> <p>The Revisions are documented in the following attachments to this modification:</p> <p>1)Letter To Facilities on 2016 Revisions to PBNDS 2)PBNDS 2011 (2016 Revisions) 3)PBNDS 2011 with 2016 Revisions in Tracked Changes. Exempt Action: Y Period of Performance: 10/28/2016 to 10/27/2021</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		1 3	
4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)			
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/DCR		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) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0544423480000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003	
				10B. DATED (SEE ITEM 13) 10/28/2016	

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) Bilateral Modification

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

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

DUNS Number: 054442348

Program PO: [REDACTED] 915-856-[REDACTED]

COR: [REDACTED] 915-856-[REDACTED]

ALT COR: [REDACTED] 915-856-[REDACTED]

OAQ POC:

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

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

Warden: Brian Koehn 520-483-[REDACTED]

Continued ...

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

15A. NAME AND TITLE OF SIGNED (Type or print) [REDACTED] County Manager	15C. DATE SIGNED 8-18-17	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1) Change the Dedicated IGSA for the Cibola County Correctional Center to a Shared IGSA.</p> <p>1. Article 1 :Rates will be effective 8/14/2017.</p> <p>C.Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for [REDACTED] detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.</p> <p>Fixed Monthly Payment for [REDACTED] detainees [REDACTED] Guaranteed Minimum</p> <p>Bed Day Rate for detainee [REDACTED] detainee</p> <p>* Escort Services at Regular Rate [REDACTED] hour</p> <p>* Escort Services at Overtime Rate [REDACTED] hour</p> <p>* Stationary Guard at Regular Rate [REDACTED] hour</p> <p>* Stationary Guard at Overtime Rate [REDACTED] hour</p> <p>* Detainee Work Program Reimbursement \$ 0.00 per day</p> <p>Transportation Services will continue in accordance with P00001. Attachment 7-M is replaced by Attachment 7-M revision 1 A revised Attachment 7 Security Staffing plan will be incorporated no later than 9/13/2017.</p> <p>2). Article 3: Covered Services:</p> <p>From:</p> <p>A.Bedspace: The Service Provider shall provide and operate approximately a 1116 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. The Service Provider will also ensure that adequate administrative space in Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>accordance with the Physical Plant Requirements listed under Article 35 of this agreement. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.</p> <p>To:</p> <p>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).</p> <p>3). Article 30: Exclusivity</p> <p>From:</p> <p>The Service Provider agrees that the Facility is to be for the exclusive use of ICE and its detainee population. No other agency shall be allowed to use the Facility to house its detainees, prisoners, or inmates without prior approval of the Contracting Officer. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency shall be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.</p> <p>To:</p> <p>Article 30:Reserved</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 10/28/2016 to 10/27/2021</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]	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) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003
	10B. DATED (SEE ITEM 13) 10/28/2016

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	Unilateral Modification

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

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

DUNS Number: 054442348
 Program PO: [REDACTED] s 915-856-[REDACTED]
 COR: [REDACTED] 915-856-[REDACTED]
 ALT COR: [REDACTED] 915-856-[REDACTED]
 OAO POC:
 Contracting Officer: [REDACTED] 202-732-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]
 Warden: Brian Koehn 520-483-[REDACTED]

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

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

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1) Replace Article 7 Employee Screening Requirements for the Cibola County Correctional Center IGSA.</p> <p>From:</p> <p>General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.</p> <p>A. Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:</p> <ul style="list-style-type: none"> - Criminal conduct, either as substantiated by convictions or independent evidence - Misconduct or negligence in employment - Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation - Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others - Falsification and/or omission of pertinent information to influence a favorable employment decision - Dishonest conduct, to include failure to honor just debts - National security concerns - Any other legitimate nondiscriminatory reason that DHS or its components find would adversely affect the efficiency of the service. <p>Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.</p> <p>The Service Provider shall certify that each employee working on this Agreement has a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. SUITABILITY DETERMINATIONS</p> <p>DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU.</p> <p>C. BACKGROUND INVESTIGATIONS</p> <p>Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the COR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>employees, whether a replacement, addition, subcontractor employee, or vendor:</p> <p>Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)</p> <p>FD Form 258, "Fingerprint Card" (2 copies)</p> <p>Foreign National Relatives or Associates Statement</p> <p>DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"</p> <p>Optional Form 306 Declaration for Federal Employment (applies to contractors as well)</p> <p>Authorization for Release of Medical Information</p> <p>Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.</p> <p>An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.</p> <p>Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.</p> <p>Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.</p> <p>D. TRANSFERS FROM OTHER DHS CONTRACTS:</p> <p>Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.</p> <p>Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.</p> <p>E. CONTINUED ELIGIBILITY</p> <p>If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.</p> <p>The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.</p> <p>The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.</p> <p>DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.</p> <p>The Contractor will report any adverse Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.</p> <p>The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.</p> <p>F. EMPLOYMENT ELIGIBILITY</p> <p>The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.</p> <p>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.</p> <p>The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.</p> <p>G. SECURITY MANAGEMENT</p> <p>The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.</p> <p>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.</p> <p>The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.</p> <p>H. INFORMATION TECHNOLOGY SECURITY CLEARANCE</p> <p>When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>defined sensitivity level.</p> <p>Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).</p> <p>INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT</p> <p>All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.</p> <p>Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.</p> <p>All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).</p> <p>To: C.5.3.1 Employment Procedures Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Warden or designee shall be the contractor's contact person for all matters regarding the processing of contractor's personnel. Prior to employees Entring On Duty (EOD) at the facility, the contractor shall ensure the following steps are completed for each applicant, full time or part time, as Listed below and provided to the COTR for forwarding to the USMS' HQ Security Office:</p> <ol style="list-style-type: none"> 1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act (DOJ 555 Disclosure and Authorization Form) 2. Provide results of criminal history check (National Crime Information Center (NCIC) and National Law Enforcement Telecommunication System (NLETS) check performed on prospective employee. 3. Conduct a pre-employment interview. 4. Certify the applicant is a U.S. citizen (See below - Other Requirements) 5. Certify the applicant has met residency requirements (See below - Other Requirements) 6. Complete and submit FBI fingerprint forms 7. Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace 8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P. 9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S). 10. Voucher the applicant's employment record for the past five years. <p>The determination for employment suitability must be made using the USMS' current Guidelines of Acceptability .</p> <p>Based on steps 1- 9 and the Guidelines of Acceptability, the contractor will determine if the applicant is suitable for employment. The Warden shall certify that steps 1- 9 have been completed with satisfactory results and submit this certification with the applicant's information through the COTR to the USMS for conditional approval. The applicant's information shall include the following: full name, date of birth, social security number and position applied for. The USMS' Security Office will perform Step 10 prior to issuing conditional</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>approval to the COTR, who will then notify the facility. After receiving the USMS' conditional approval, the contractor shall proceed with the following steps:</p> <p>11.Notify COTR with.in 24 hours of actual EOD and of Limited Background Investigation (LBI) initiation</p> <p>12.Perform a Law Enforcement Agency Check for the past five years as part of LBI</p> <p>Positions requiring the OPM Form 85P-S, or equivalent, are those employees required to carry firearms during the course of their employment.</p> <p>Contractor responsibilities subsequent to EOD date:</p> <p>1.Provide LBI report to COTR for review and forwarding to USMS HQ Security Office</p> <p>The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or have contact with federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed.</p> <p>Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigation . The contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the COTR within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication .time frames, on a case-by-case basis, may be requested from the COTR. Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the COTR a written final determination regarding the employee's continued Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>employment under this contract. A copy of the reinvestigation report results shall be attached. lne contractor shall ensure all employees and full-time subcontractors "are reinvestigated as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Section J of the contract.</p> <p>The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these records available to the USMS upon request.</p> <p>C.5.3.2 Waivers If the applicant does not meet the USMS' Guidelines of Acceptability, and is still a desirable employee, the contractor may request a written waiver to the Guidelines, submitted to the COTR, which includes:</p> <p>A.Details and circumstances of the applicant's behavior that is outside the Guidelines B.Reason(s) why the applicant should receive further consideration; and; C.Availability of other suitable applicants.</p> <p>2).Formally attach the revised Attachment 7 Security Staffing plan Exempt Action: Y Sensitive Award: SPII Period of Performance: 10/28/2016 to 10/27/2021</p>				

***** THIS WAGE DETERMINATION WAS REPLACED 01/02/2018 *****
 WD 15-5451 (Rev.-3) was first posted on www.wdol.gov on 08/08/2017

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

Daniel W. Simms | Division of | Wage Determination No.: 2015-5451
 Director | Wage Determinations | Revision No.: 3
 | | Date Of Revision: 08/03/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico Counties of Cibola, Colfax, McKinley, Mora, Rio Arriba, San Miguel, Taos

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.60
01013 - Accounting Clerk III		16.33
01020 - Administrative Assistant		21.99
01035 - Court Reporter		18.61
01041 - Customer Service Representative I		10.70
01042 - Customer Service Representative II		12.03
01043 - Customer Service Representative III		13.13
01051 - Data Entry Operator I		12.62
01052 - Data Entry Operator II		13.77
01060 - Dispatcher, Motor Vehicle		15.76
01070 - Document Preparation Clerk		13.86
01090 - Duplicating Machine Operator		13.86
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		13.90
01120 - Housing Referral Assistant		18.11
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.85
01192 - Order Clerk II		12.93
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.85
01263 - Personnel Assistant (Employment) III		18.78
01270 - Production Control Clerk		21.06
01290 - Rental Clerk		12.25
01300 - Scheduler, Maintenance		14.52

01311	- Secretary I	14.52
01312	- Secretary II	16.25
01313	- Secretary III	18.11
01320	- Service Order Dispatcher	14.08
01410	- Supply Technician	21.99
01420	- Survey Worker	15.41
01460	- Switchboard Operator/Receptionist	11.50
01531	- Travel Clerk I	11.82
01532	- Travel Clerk II	12.76
01533	- Travel Clerk III	13.57
01611	- Word Processor I	12.93
01612	- Word Processor II	14.52
01613	- Word Processor III	16.25
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.06
05010	- Automotive Electrician	18.12
05040	- Automotive Glass Installer	15.82
05070	- Automotive Worker	15.82
05110	- Mobile Equipment Servicer	13.50
05130	- Motor Equipment Metal Mechanic	17.99
05160	- Motor Equipment Metal Worker	15.82
05190	- Motor Vehicle Mechanic	18.12
05220	- Motor Vehicle Mechanic Helper	13.62
05250	- Motor Vehicle Upholstery Worker	15.82
05280	- Motor Vehicle Wrecker	15.82
05310	- Painter, Automotive	17.19
05340	- Radiator Repair Specialist	15.82
05370	- Tire Repairer	11.49
05400	- Transmission Repair Specialist	17.99
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.60
07041	- Cook I	10.84
07042	- Cook II	12.92
07070	- Dishwasher	8.91
07130	- Food Service Worker	10.00
07210	- Meat Cutter	16.07
07260	- Waiter/Waitress	8.70
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.12
09040	- Furniture Handler	13.20
09080	- Furniture Refinisher	16.12
09090	- Furniture Refinisher Helper	15.07
09110	- Furniture Repairer, Minor	16.76
09130	- Upholsterer	16.12
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.52
11060	- Elevator Operator	9.52
11090	- Gardener	17.06
11122	- Housekeeping Aide	10.27
11150	- Janitor	10.27
11210	- Laborer, Grounds Maintenance	12.14
11240	- Maid or Houseman	9.49
11260	- Pruner	10.53
11270	- Tractor Operator	15.40
11330	- Trail Maintenance Worker	12.14
11360	- Window Cleaner	11.86
12000	- Health Occupations	
12010	- Ambulance Driver	16.40
12011	- Breath Alcohol Technician	18.04
12012	- Certified Occupational Therapist Assistant	25.32

12015	- Certified Physical Therapist Assistant	23.12
12020	- Dental Assistant	15.41
12025	- Dental Hygienist	39.93
12030	- EKG Technician	26.19
12035	- Electroneurodiagnostic Technologist	26.19
12040	- Emergency Medical Technician	16.40
12071	- Licensed Practical Nurse I	18.73
12072	- Licensed Practical Nurse II	20.92
12073	- Licensed Practical Nurse III	23.32
12100	- Medical Assistant	13.96
12130	- Medical Laboratory Technician	19.88
12160	- Medical Record Clerk	14.90
12190	- Medical Record Technician	16.67
12195	- Medical Transcriptionist	15.44
12210	- Nuclear Medicine Technologist	37.95
12221	- Nursing Assistant I	10.53
12222	- Nursing Assistant II	11.83
12223	- Nursing Assistant III	12.91
12224	- Nursing Assistant IV	14.49
12235	- Optical Dispenser	15.72
12236	- Optical Technician	15.44
12250	- Pharmacy Technician	14.90
12280	- Phlebotomist	14.49
12305	- Radiologic Technologist	27.46
12311	- Registered Nurse I	25.39
12312	- Registered Nurse II	31.06
12313	- Registered Nurse II, Specialist	31.06
12314	- Registered Nurse III	37.58
12315	- Registered Nurse III, Anesthetist	37.58
12316	- Registered Nurse IV	45.04
12317	- Scheduler (Drug and Alcohol Testing)	20.81
12320	- Substance Abuse Treatment Counselor	22.05
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	17.91
13012	- Exhibits Specialist II	22.18
13013	- Exhibits Specialist III	27.13
13041	- Illustrator I	17.71
13042	- Illustrator II	21.95
13043	- Illustrator III	25.33
13047	- Librarian	24.57
13050	- Library Aide/Clerk	10.02
13054	- Library Information Technology Systems Administrator	22.18
13058	- Library Technician	13.73
13061	- Media Specialist I	16.00
13062	- Media Specialist II	17.91
13063	- Media Specialist III	19.96
13071	- Photographer I	16.00
13072	- Photographer II	17.91
13073	- Photographer III	22.18
13074	- Photographer IV	26.73
13075	- Photographer V	32.33
13090	- Technical Order Library Clerk	15.49
13110	- Video Teleconference Technician	18.57
14000	- Information Technology Occupations	
14041	- Computer Operator I	14.98
14042	- Computer Operator II	16.76
14043	- Computer Operator III	19.12
14044	- Computer Operator IV	21.26
14045	- Computer Operator V	24.34

14071 - Computer Programmer I	(see 1)	22.41
14072 - Computer Programmer II	(see 1)	26.14
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		14.98
14160 - Personal Computer Support Technician		21.52
14170 - System Support Specialist		27.17
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.62
15020 - Aircrew Training Devices Instructor (Rated)		33.39
15030 - Air Crew Training Devices Instructor (Pilot)		40.05
15050 - Computer Based Training Specialist / Instructor		27.62
15060 - Educational Technologist		31.37
15070 - Flight Instructor (Pilot)		40.05
15080 - Graphic Artist		25.06
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		40.05
15086 - Maintenance Test Pilot, Rotary Wing		40.05
15088 - Non-Maintenance Test/Co-Pilot		40.05
15090 - Technical Instructor		18.61
15095 - Technical Instructor/Course Developer		25.06
15110 - Test Proctor		15.01
15120 - Tutor		15.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.92
16030 - Counter Attendant		9.92
16040 - Dry Cleaner		11.32
16070 - Finisher, Flatwork, Machine		9.92
16090 - Presser, Hand		9.92
16110 - Presser, Machine, Drycleaning		9.92
16130 - Presser, Machine, Shirts		9.92
16160 - Presser, Machine, Wearing Apparel, Laundry		9.92
16190 - Sewing Machine Operator		11.82
16220 - Tailor		12.42
16250 - Washer, Machine		10.38
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.95
19040 - Tool And Die Maker		29.15
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.21
21030 - Material Coordinator		21.06
21040 - Material Expediter		21.06
21050 - Material Handling Laborer		11.65
21071 - Order Filler		11.53
21080 - Production Line Worker (Food Processing)		14.21
21110 - Shipping Packer		13.72
21130 - Shipping/Receiving Clerk		13.72
21140 - Store Worker I		9.98
21150 - Stock Clerk		15.46
21210 - Tools And Parts Attendant		14.21
21410 - Warehouse Specialist		14.21
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.30
23019 - Aircraft Logs and Records Technician		20.37
23021 - Aircraft Mechanic I		25.73
23022 - Aircraft Mechanic II		27.30
23023 - Aircraft Mechanic III		28.84
23040 - Aircraft Mechanic Helper		16.78

23050 - Aircraft, Painter	23.95
23060 - Aircraft Servicer	20.37
23070 - Aircraft Survival Flight Equipment Technician	23.95
23080 - Aircraft Worker	22.15
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.15
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.73
23110 - Appliance Mechanic	17.79
23120 - Bicycle Repairer	13.23
23125 - Cable Splicer	26.22
23130 - Carpenter, Maintenance	18.87
23140 - Carpet Layer	20.77
23160 - Electrician, Maintenance	23.20
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	19.00
23290 - Fire Alarm System Mechanic	22.70
23310 - Fire Extinguisher Repairer	17.22
23311 - Fuel Distribution System Mechanic	25.53
23312 - Fuel Distribution System Operator	19.82
23370 - General Maintenance Worker	15.10
23380 - Ground Support Equipment Mechanic	25.73
23381 - Ground Support Equipment Servicer	20.37
23382 - Ground Support Equipment Worker	22.15
23391 - Gunsmith I	17.22
23392 - Gunsmith II	20.77
23393 - Gunsmith III	24.33
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.25
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	23.57
23440 - Heavy Equipment Operator	19.40
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	22.55
23470 - Laborer	11.65
23510 - Locksmith	22.55
23530 - Machinery Maintenance Mechanic	25.73
23550 - Machinist, Maintenance	25.72
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	24.33
23710 - Office Appliance Repairer	23.24
23760 - Painter, Maintenance	15.94
23790 - Pipefitter, Maintenance	24.23
23810 - Plumber, Maintenance	22.66
23820 - Pneudraulic Systems Mechanic	24.33
23850 - Rigger	24.33
23870 - Scale Mechanic	20.77
23890 - Sheet-Metal Worker, Maintenance	23.25
23910 - Small Engine Mechanic	18.24
23931 - Telecommunications Mechanic I	29.12
23932 - Telecommunications Mechanic II	31.11
23950 - Telephone Lineman	25.73
23960 - Welder, Combination, Maintenance	22.25
23965 - Well Driller	21.75

23970 - Woodcraft Worker	24.33
23980 - Woodworker	18.58
24000 - Personal Needs Occupations	
24550 - Case Manager	15.95
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	15.95
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.93
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	23.93
25190 - Ventilation Equipment Tender	15.20
25210 - Water Treatment Plant Operator	17.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.86
27007 - Baggage Inspector	12.35
27008 - Corrections Officer	15.36
27010 - Court Security Officer	16.86
27030 - Detection Dog Handler	13.82
27040 - Detention Officer	15.36
27070 - Firefighter	16.86
27101 - Guard I	12.35
27102 - Guard II	13.82
27131 - Police Officer I	19.13
27132 - Police Officer II	21.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.75
28042 - Carnival Equipment Repairer	15.23
28043 - Carnival Worker	9.39
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	20.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.15
29020 - Hatch Tender	22.15
29030 - Line Handler	22.15
29041 - Stevedore I	20.37
29042 - Stevedore II	23.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.57
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30051 - Cryogenic Technician I	21.25
30052 - Cryogenic Technician II	23.47
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91

30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	20.36
30095 - Evidence Control Specialist	19.19
30210 - Laboratory Technician	22.61
30221 - Latent Fingerprint Technician I	21.25
30222 - Latent Fingerprint Technician II	23.47
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	16.94
30362 - Paralegal/Legal Assistant II	20.99
30363 - Paralegal/Legal Assistant III	25.67
30364 - Paralegal/Legal Assistant IV	31.06
30375 - Petroleum Supply Specialist	23.47
30390 - Photo-Optics Technician	24.17
30395 - Radiation Control Technician	23.47
30461 - Technical Writer I	21.22
30462 - Technical Writer II	25.96
30463 - Technical Writer III	31.40
30491 - Unexploded Ordnance (UXO) Technician I	23.91
30492 - Unexploded Ordnance (UXO) Technician II	28.93
30493 - Unexploded Ordnance (UXO) Technician III	34.67
30494 - Unexploded (UXO) Safety Escort	23.91
30495 - Unexploded (UXO) Sweep Personnel	23.91
30501 - Weather Forecaster I	25.91
30502 - Weather Forecaster II	31.51
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.75
30621 - Weather Observer, Senior	(see 2) 24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.93
31020 - Bus Aide	11.27
31030 - Bus Driver	17.35
31043 - Driver Courier	13.34
31260 - Parking and Lot Attendant	9.77
31290 - Shuttle Bus Driver	13.56
31310 - Taxi Driver	11.43
31361 - Truckdriver, Light	13.56
31362 - Truckdriver, Medium	16.66
31363 - Truckdriver, Heavy	19.68
31364 - Truckdriver, Tractor-Trailer	19.68
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.10
99030 - Cashier	9.19
99050 - Desk Clerk	9.57
99095 - Embalmer	23.91
99130 - Flight Follower	23.91
99251 - Laboratory Animal Caretaker I	13.46
99252 - Laboratory Animal Caretaker II	15.03
99260 - Marketing Analyst	21.44
99310 - Mortician	23.91
99410 - Pest Controller	20.66
99510 - Photofinishing Worker	12.56
99710 - Recycling Laborer	13.94
99711 - Recycling Specialist	17.69
99730 - Refuse Collector	12.09
99810 - Sales Clerk	11.98

99820 - School Crossing Guard	11.79
99830 - Survey Party Chief	19.52
99831 - Surveying Aide	17.76
99832 - Surveying Technician	17.91
99840 - Vending Machine Attendant	12.89
99841 - Vending Machine Repairer	16.05
99842 - Vending Machine Repairer Helper	11.56

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 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)).

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205 [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) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003
		10B. DATED (SEE ITEM 13) 10/28/2016
CODE 0544423480000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 054442348
Program POC: [REDACTED] 915-856-[REDACTED]
COR: [REDACTED] 915-856-[REDACTED]
OAQ POC:
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Warden: Brian Koehn 520-483-[REDACTED]

The purpose of this modification is to incorporate the following Wage Determinations
• WD 2015-5451, Revision 3 dated August 3, 2017 effective 11/01/2017
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 SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00005PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none">• WD 2015-5451, Revision 4 dated December 26, 2017 effective 12/26/2017• WD 2015-5451, Revision 5 dated January 10, 2018 effective 01/10/2018• WD 2015-5451, Revision 6 dated August 2, 2018 Exempt Action: Y Sensitive Award: SPII Period of Performance: 10/28/2016 to 10/27/2021 All terms and conditions remain the same.				

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	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 205
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
CODE 0544423480000 FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003
	10B. DATED (SEE ITEM 13) 10/28/2016

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.
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: 054442348
Program POC: [REDACTED] 915-856-[REDACTED]
COR: [REDACTED] 915-856-[REDACTED]

OAQ POC:
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Warden: Brian Koehn 520-483-[REDACTED]

This modification is an administrative action to update the input fields in the contract writing system (PRISM). There are no changes in the terms and conditions.
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)	

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 10/28/2016 to 10/27/2021</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> <p>Fixed Route Transportation Annually [REDACTED] monthly</p> <p>Fixed Routes in support of Cibola County Correctional Center:</p> <ol style="list-style-type: none"> [REDACTED] fixed rate annually, [REDACTED] Monthly fixed rate. <ul style="list-style-type: none"> Cibola to ABQ airport (round trip) 5 days a week. Cibola to ABQ Sub Office (round trip) 5 days per week. Cibola, Torrance, to ABQ Sub Office (round trip) 5 days per week. Medical and local court runs will be performed by CoreCivic. On Demand Routes that are requested on a repetitive basis can be added to the confirmed/fixed routes upon request. This action may require renegotiation of Annual rate. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD 				
0005	<p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>On Demand Transportation</p> <p>On demand transportation at a rate of [REDACTED] per mile. There is a maximum mileage of [REDACTED] annually. [REDACTED] months mileage [REDACTED]</p> <ol style="list-style-type: none"> [REDACTED] per mile rate for On Demand Transportation. Lodging costs (MI&E) are included in the Mileage rate. All Requests for On Demand Transportation Continued ... 				

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>shall come from the COR, ALT COR , and/or the Contracting Officer.</p> <p>4. Any On Demand route ordered shall begin within (12) twelve hours of the request from the COR, ALT COR, and/or Contracting Officer.</p> <p>5. On Demand Routes include but are not limited to Destination identified: Sandoval Detention Center, Cibola County Sheriff, Metropolitan Detention Center, and Central New Mexico Correctional Facility. A looped route from Cibola to the Roswell Sub Office, then to Torrance (round trip) up to 5-days a week. Cibola to Florence route. It is expected the requirement will eventually be a daily fixed meet and greet. However, the location has not been determined at this time.</p> <p>6. Maximum allowable Mileage is [REDACTED] miles annually. CoreCivic will notify the Government when 75% of the [REDACTED] miles annually [REDACTED] miles) have been used so that renegotiation for any additional On Demand transportation can be achieved.</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0544423480000		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003	10B. DATED (SEE ITEM 13) 10/28/2016
FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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: 054442348

Program POC: [REDACTED] 915-856-[REDACTED]

COR: [REDACTED] 915-856-[REDACTED]

OAQ POC:

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

Warden: Brian Koehn 520-483-[REDACTED]

This modification is an administrative action to update the bed rate due to wage determination incorporation.

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.

Cibola
County Manager

15C. DATE SIGNED

CONTINUATION SHEET

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Article 1 :Rates will be effective 08/02/2018.</p> <p>C.Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for 500 detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.</p> <p>Fixed Monthly Payment for [REDACTED] detainees [REDACTED] Guaranteed Minimum Bed Day Rate for detainee [REDACTED] per detainee</p> <p>* Escort Services at Regular Rate [REDACTED] per hour effective 11/01/2017 * Escort Services at Regular Rate [REDACTED] per hour effective 08/02/2018 * Escort Services at Overtime Rate [REDACTED] per hour effective 11/01/2017 * Escort Services at Overtime Rate [REDACTED] per hour effective 08/02/2018 * Stationary Guard at Regular Rate [REDACTED] per hour effective 11/01/2017 * Stationary Guard at Regular Rate [REDACTED] per hour effective 08/02/2018 * Stationary Guard at Overtime Rate [REDACTED] per hour effective 11/01/2017 * Stationary Guard at Overtime Rate [REDACTED] per hour effective 08/02/2018 * Detainee Work Program Reimbursement \$ 0.00 per day</p> <p>Delivery: 30 Days After Award Delivery Location Code: ICE-ERO DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-SPC-FAO-PIC Williston VT 05495-1620 USA</p> <p>Period of Performance: 10/28/2016 to 10/27/2021</p> <p>Change Item 0001 to read as follows(amount shown is the obligated amount):</p>				
0001	<p>Fixed Monthly Rate after ramp up for Detention Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00007

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3 3

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
Services	[REDACTED] detainees [REDACTED] per bed [REDACTED] per day [REDACTED] per month Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0002	Change Item 0002 to read as follows (amount shown is the obligated amount): Bed Day rate above [REDACTED] [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003 10B. DATED (SEE ITEM 13) 10/28/2016
--	--

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.
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: 054442348

Program POC: [REDACTED], 915-856-[REDACTED]
COR: [REDACTED], 915-856-[REDACTED]

Contracting POC:
Contracting Officer: [REDACTED] 202-732-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]

Warden: Brian Koehn, 520-483-[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 <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00008

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate the most recent DOL area-wide wage determinations in accordance with the Service Contract Labor Standards.</p> <p>DOL Wage Determination: 2015-5451, Revision 9, dated July 16, 2019.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 10/28/2016 to 10/27/2021</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/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	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0544423480000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003	10B. DATED (SEE ITEM 13) 10/28/2016

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) IGSA EROIGSA 17-0003 Article 11

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: 054442348

Program POC: [REDACTED] 915-856-[REDACTED]

COR: [REDACTED] 915-856-[REDACTED]

Contracting POC:

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

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

Warden: Brian Koehn, 520-483-[REDACTED]

The purpose of this modification is to address the Request for Equitable Adjustment (REA)
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]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cibola County Mayor	[REDACTED]	16C. DATE SIGNED 1-3-20	[REDACTED]	16B. DATE SIGNED 1/3/2020
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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>submitted by CoreCivic on 10/25/2019 in compliance with FAR 52.22-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts).</p> <p>The REA was submitted in response to increases in the following (Effective 01/01/2020):</p> <p>Previous GM/Per Diem Rate: [REDACTED] New GM/Per Diem Rate: [REDACTED]</p> <p>*Escort Services at Regular Rate of [REDACTED] per hour, effective 01/01/2020 *Escort Services at Overtime Rate of [REDACTED] per hour, effective 01/01/2020 *Stationary Guard at Regular Rate of [REDACTED] per hour, effective 01/01/2020 *Stationary Guard at Overtime Rate of [REDACTED] per hour, effective 01/01/2020</p> <p>Retroactive Payment Amount: [REDACTED] (11/01/2019 to 12/31/2019)</p> <p>This Modification also incorporates the following attachment:</p> <p>Attachment 1: New Staffing Pattern (effective 11/01/2019)</p> <p>All other terms and conditions remain unchanged. Period of Performance: 10/28/2016 to 10/27/2021</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0544423480000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003	10B. DATED (SEE ITEM 13) 10/28/2016	

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) Mutual Agreement of Both Parties

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

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

DUNS Number: 054442348

Program POC: [REDACTED] 915-856-[REDACTED]

COR: [REDACTED] 915-856-[REDACTED]

Contracting POC:

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

[REDACTED] is acting as Contracting Officer for modification P00010)

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

Warden: Luis Rosa Jr., 505-285-[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.

[REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	[REDACTED]
[REDACTED]	15C. DATE SIGNED	3/31/20
[REDACTED]	16C. DATE SIGNED	[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00010

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to reduce the Guaranteed Minimum for this agreement from 150 to 0.</p> <p>The new GM of 0 is effective retroactively to February 1, 2020.</p> <p>The vendor will be paid for the actual number of beds used per day based on the rates currently effective under this IGSA.</p> <p>Beds [REDACTED] Beds [REDACTED]</p> <p>This modification also removes the required staffing pattern which was incorporated with modification P00009.</p> <p>The Government will consider reinstatement of the 150 bed Guaranteed Minimum to be effective June 1, 2020 (through a contract modification) provided the Contractor attains compliance by May 31, 2020 with all PBNS 2011 standards and NCCHC standards.</p> <p>The reinstatement of the GM will also require the negotiation and reestablishment of a staffing pattern for the facility.</p> <p>Upon correction of existing deficiencies, the vendor may request a re-evaluation by the Field Office IHSC Manager and COR for compliance with PBNS 2011 and NCCHC standards and submit an updated staffing pattern for approval and incorporation into the contract.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 10/28/2016 to 10/27/2021</p>				

2. AMENDMENT/MODIFICATION NO. P00011 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 2

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 COUNTY OF CIBOLA
 ATTN COUNTY OF CIBOLA
 515 W HIGH ST
 GRANTS NM 870202526
 CODE 054442348000 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 EROIGSA-17-0003
 10B. DATED (SEE ITEM 13)
 10/28/2016

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 Mutual Agreement of Both Parties

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

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

DUNS Number: 054442348

POINTS OF CONTACT:

COR: [REDACTED] 915-856-[REDACTED]
 ACOR: [REDACTED] 915-856-[REDACTED]
 Contract Specialist: [REDACTED] 202-732-[REDACTED]
 Contracting Officer: [REDACTED] 202-732-[REDACTED]

Warden: Luis Rosa Jr., 505-285-[REDACTED]

The purpose of this modification is to:

Continued ...

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

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

County Manager

15C. DATE SIGNED
 7/23/20

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00011

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) Incorporate the following classifications and corresponding hourly wage rates into Inter-Governmental Service Agreement (IGSA) EROIGSA-17-0003:</p> <ul style="list-style-type: none"> a) "Assistant Maintenance Supervisor" at the hourly wage of [REDACTED] b) "Chaplain" at the hourly wage of [REDACTED] c) "Classification Coordinator" at the hourly wage of [REDACTED] d) "Laundry Supervisor" at the hourly wage of [REDACTED] e) "Manager, Learning and Development" at the hourly wage of [REDACTED] f) "Master Scheduler" at the hourly wage of [REDACTED] g) "Medical Translator" at the hourly wage of [REDACTED] h) "Safety Manager" at the hourly wage of [REDACTED] i) "Warehouse Manager" at the hourly wage of [REDACTED] <p>The aforementioned classifications and hourly wage rates were approved by the U.S. Department of Labor, Wage and Hour Division, on July 22, 2020. The approved conformed classification and wage rate are in addition to the fringe benefits rate of [REDACTED] listed on Wage Determination (WD) 2015-5451 (Rev. 9), dated July 16, 2019. This WD is applicable to IGSA number EROIGSA-17-0003 for detention management services at Cibola County Correctional Center in Milan, Cibola County, New Mexico. The approved conformed classification and wage rate are retroactive to the commencement date of the IGSA, December 27, 2016. Please see Attachment 1, WD_2015-5451_Rev. 9, and Attachment 2, DOL Conformance Request_Approved_07222020.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 10/28/2016 to 10/27/2021</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.: 2015-5451
Daniel W. Simms Division of | Revision No.: 9
Director Wage Determinations| Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico Counties of Cibola Colfax McKinley Mora Rio Arriba San Miguel Taos

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.89
01012 - Accounting Clerk II		15.60
01013 - Accounting Clerk III		17.45
01020 - Administrative Assistant		26.61
01035 - Court Reporter		18.61
01041 - Customer Service Representative I		10.73
01042 - Customer Service Representative II		12.06
01043 - Customer Service Representative III		13.16
01051 - Data Entry Operator I		12.62
01052 - Data Entry Operator II		13.77
01060 - Dispatcher Motor Vehicle		17.03
01070 - Document Preparation Clerk		13.86
01090 - Duplicating Machine Operator		13.86
01111 - General Clerk I		12.46
01112 - General Clerk II		13.59
01113 - General Clerk III		15.26
01120 - Housing Referral Assistant		18.99
01141 - Messenger Courier		11.06
01191 - Order Clerk I		12.43
01192 - Order Clerk II		13.56
01261 - Personnel Assistant (Employment) I		15.82
01262 - Personnel Assistant (Employment) II		17.69
01263 - Personnel Assistant (Employment) III		19.73
01270 - Production Control Clerk		23.17
01290 - Rental Clerk		12.25
01300 - Scheduler Maintenance		15.23
01311 - Secretary I		15.23
01312 - Secretary II		17.03
01313 - Secretary III		18.99
01320 - Service Order Dispatcher		15.23
01410 - Supply Technician		26.61
01420 - Survey Worker		15.41
01460 - Switchboard Operator/Receptionist		12.48

01531 - Travel Clerk I	11.82
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.57
01611 - Word Processor I	13.56
01612 - Word Processor II	15.23
01613 - Word Processor III	17.03
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.06
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82
05070 - Automotive Worker	15.82
05110 - Mobile Equipment Servicer	13.50
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.82
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	15.82
05310 - Painter Automotive	17.19
05340 - Radiator Repair Specialist	15.82
05370 - Tire Repairer	11.49
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	11.92
07042 - Cook II	14.21
07070 - Dishwasher	9.40
07130 - Food Service Worker	10.00
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.50
09040 - Furniture Handler	13.20
09080 - Furniture Refinisher	19.50
09090 - Furniture Refinisher Helper	16.41
09110 - Furniture Repairer Minor	19.47
09130 - Upholsterer	19.50

11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.40
11060 - Elevator Operator	10.47
11090 - Gardener	18.91
11122 - Housekeeping Aide	10.99
11150 - Janitor	10.99
11210 - Laborer Grounds Maintenance	13.39
11240 - Maid or Houseman	10.19
11260 - Pruner	11.66
11270 - Tractor Operator	17.07
11330 - Trail Maintenance Worker	13.39
11360 - Window Cleaner	12.62
12000 - Health Occupations	
12010 - Ambulance Driver	16.40
12011 - Breath Alcohol Technician	18.95
12012 - Certified Occupational Therapist Assistant	26.00
12015 - Certified Physical Therapist Assistant	26.00
12020 - Dental Assistant	17.64
12025 - Dental Hygienist	39.93
12030 - EKG Technician	28.71
12035 - Electroneurodiagnostic Technologist	28.71
12040 - Emergency Medical Technician	16.40
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92
12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	13.96
12130 - Medical Laboratory Technician	24.06
12160 - Medical Record Clerk	15.82
12190 - Medical Record Technician	17.70
12195 - Medical Transcriptionist	16.94
12210 - Nuclear Medicine Technologist	41.65
12221 - Nursing Assistant I	10.99
12222 - Nursing Assistant II	12.35
12223 - Nursing Assistant III	13.48
12224 - Nursing Assistant IV	15.14
12235 - Optical Dispenser	18.95
12236 - Optical Technician	16.94

12250 - Pharmacy Technician	17.42
12280 - Phlebotomist	16.17
12305 - Radiologic Technologist	27.46
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	23.47
12320 - Substance Abuse Treatment Counselor	24.12
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.70
13012 - Exhibits Specialist II	24.40
13013 - Exhibits Specialist III	29.84
13041 - Illustrator I	19.48
13042 - Illustrator II	24.15
13043 - Illustrator III	27.86
13047 - Librarian	27.03
13050 - Library Aide/Clerk	11.02
13054 - Library Information Technology Systems Administrator	24.40
13058 - Library Technician	15.10
13061 - Media Specialist I	17.60
13062 - Media Specialist II	19.70
13063 - Media Specialist III	21.96
13071 - Photographer I	17.60
13072 - Photographer II	19.70
13073 - Photographer III	24.40
13074 - Photographer IV	29.40
13075 - Photographer V	35.56
13090 - Technical Order Library Clerk	16.23
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	19.12

14044 - Computer Operator IV	21.26
14045 - Computer Operator V	24.34
14071 - Computer Programmer I (see 1)	24.65
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	14.98
14160 - Personal Computer Support Technician	21.52
14170 - System Support Specialist	29.89
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.38
15020 - Aircrew Training Devices Instructor (Rated)	36.73
15030 - Air Crew Training Devices Instructor (Pilot)	44.06
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	32.05
15070 - Flight Instructor (Pilot)	44.06
15080 - Graphic Artist	27.57
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.06
15086 - Maintenance Test Pilot Rotary Wing	44.06
15088 - Non-Maintenance Test/Co-Pilot	44.06
15090 - Technical Instructor	20.47
15095 - Technical Instructor/Course Developer	27.57
15110 - Test Proctor	16.51
15120 - Tutor	16.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.14
16030 - Counter Attendant	11.14
16040 - Dry Cleaner	12.72
16070 - Finisher Flatwork Machine	11.14
16090 - Presser Hand	11.14
16110 - Presser Machine Drycleaning	11.14
16130 - Presser Machine Shirts	11.14
16160 - Presser Machine Wearing Apparel Laundry	11.14
16190 - Sewing Machine Operator	13.28

16220 - Tailor	13.93
16250 - Washer Machine	11.66
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.63
21030 - Material Coordinator	23.17
21040 - Material Expediter	23.17
21050 - Material Handling Laborer	12.69
21071 - Order Filler	11.53
21080 - Production Line Worker (Food Processing)	15.63
21110 - Shipping Packer	16.60
21130 - Shipping/Receiving Clerk	16.60
21140 - Store Worker I	10.51
21150 - Stock Clerk	15.78
21210 - Tools And Parts Attendant	15.63
21410 - Warehouse Specialist	15.63
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.30
23019 - Aircraft Logs and Records Technician	20.37
23021 - Aircraft Mechanic I	25.73
23022 - Aircraft Mechanic II	27.30
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	16.78
23050 - Aircraft Painter	23.95
23060 - Aircraft Servicer	20.37
23070 - Aircraft Survival Flight Equipment Technician	23.95
23080 - Aircraft Worker	22.15
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.15
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.73
23110 - Appliance Mechanic	21.53
23120 - Bicycle Repairer	16.01
23125 - Cable Splicer	31.72
23130 - Carpenter Maintenance	18.87

23140 - Carpet Layer	21.69
23160 - Electrician Maintenance	25.23
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	19.93
23290 - Fire Alarm System Mechanic	22.70
23310 - Fire Extinguisher Repairer	18.19
23311 - Fuel Distribution System Mechanic	25.53
23312 - Fuel Distribution System Operator	19.82
23370 - General Maintenance Worker	15.51
23380 - Ground Support Equipment Mechanic	25.73
23381 - Ground Support Equipment Servicer	20.37
23382 - Ground Support Equipment Worker	22.15
23391 - Gunsmith I	18.19
23392 - Gunsmith II	21.69
23393 - Gunsmith III	25.19
23410 - Heating Ventilation And Air-Conditioning Mechanic	19.95
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	25.19
23440 - Heavy Equipment Operator	19.40
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	23.43
23470 - Laborer	12.69
23510 - Locksmith	23.43
23530 - Machinery Maintenance Mechanic	28.30
23550 - Machinist Maintenance	28.29
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	25.19
23710 - Office Appliance Repairer	23.43
23760 - Painter Maintenance	15.94
23790 - Pipefitter Maintenance	24.23

23810 - Plumber Maintenance	22.66
23820 - Pneudraulic Systems Mechanic	25.19
23850 - Rigger	25.19
23870 - Scale Mechanic	21.69
23890 - Sheet-Metal Worker Maintenance	25.19
23910 - Small Engine Mechanic	21.19
23931 - Telecommunications Mechanic I	32.03
23932 - Telecommunications Mechanic II	34.22
23950 - Telephone Lineman	25.73
23960 - Welder Combination Maintenance	22.25
23965 - Well Driller	24.61
23970 - Woodcraft Worker	25.19
23980 - Woodworker	18.58
24000 - Personal Needs Occupations	
24550 - Case Manager	16.19
24570 - Child Care Attendant	10.57
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	16.19
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.19
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	25.19
25190 - Ventilation Equipment Tender	16.41
25210 - Water Treatment Plant Operator	17.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.92
27007 - Baggage Inspector	12.35
27008 - Corrections Officer	16.78
27010 - Court Security Officer	17.75
27030 - Detection Dog Handler	13.82
27040 - Detention Officer	16.78
27070 - Firefighter	18.55
27101 - Guard I	12.35
27102 - Guard II	13.82

27131 - Police Officer I	19.88
27132 - Police Officer II	22.08
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.75
28042 - Carnival Equipment Repairer	15.23
28043 - Carnival Worker	9.39
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	23.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.15
29020 - Hatch Tender	22.15
29030 - Line Handler	22.15
29041 - Stevedore I	20.37
29042 - Stevedore II	23.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.96
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.87
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.59
30021 - Archeological Technician I	19.13
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	26.26
30030 - Cartographic Technician	26.59
30040 - Civil Engineering Technician	24.00
30051 - Cryogenic Technician I	23.38
30052 - Cryogenic Technician II	25.82
30061 - Drafter/CAD Operator I	19.13
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.93
30064 - Drafter/CAD Operator IV	28.50
30081 - Engineering Technician I	16.70
30082 - Engineering Technician II	18.73
30083 - Engineering Technician III	20.96

30084 - Engineering Technician IV	25.97
30085 - Engineering Technician V	31.77
30086 - Engineering Technician VI	38.43
30090 - Environmental Technician	22.40
30095 - Evidence Control Specialist	21.11
30210 - Laboratory Technician	24.87
30221 - Latent Fingerprint Technician I	23.38
30222 - Latent Fingerprint Technician II	25.82
30240 - Mathematical Technician	26.59
30361 - Paralegal/Legal Assistant I	19.08
30362 - Paralegal/Legal Assistant II	23.64
30363 - Paralegal/Legal Assistant III	28.92
30364 - Paralegal/Legal Assistant IV	34.99
30375 - Petroleum Supply Specialist	25.82
30390 - Photo-Optics Technician	26.59
30395 - Radiation Control Technician	25.82
30461 - Technical Writer I	23.34
30462 - Technical Writer II	28.56
30463 - Technical Writer III	34.54
30491 - Unexploded Ordnance (UXO) Technician I	24.76
30492 - Unexploded Ordnance (UXO) Technician II	29.96
30493 - Unexploded Ordnance (UXO) Technician III	35.91
30494 - Unexploded (UXO) Safety Escort	24.76
30495 - Unexploded (UXO) Sweep Personnel	24.76
30501 - Weather Forecaster I	28.50
30502 - Weather Forecaster II	34.66
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.93
30621 - Weather Observer Senior	(see 2) 26.59
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.96
31020 - Bus Aide	11.27
31030 - Bus Driver	17.35
31043 - Driver Courier	13.34
31260 - Parking and Lot Attendant	9.93
31290 - Shuttle Bus Driver	13.56
31310 - Taxi Driver	11.43

31361 - Truckdriver Light	13.56
31362 - Truckdriver Medium	16.66
31363 - Truckdriver Heavy	19.68
31364 - Truckdriver Tractor-Trailer	19.68
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.61
99030 - Cashier	9.49
99050 - Desk Clerk	10.98
99095 - Embalmer	24.76
99130 - Flight Follower	24.76
99251 - Laboratory Animal Caretaker I	14.81
99252 - Laboratory Animal Caretaker II	16.53
99260 - Marketing Analyst	22.26
99310 - Mortician	24.76
99410 - Pest Controller	21.46
99510 - Photofinishing Worker	13.01
99710 - Recycling Laborer	15.33
99711 - Recycling Specialist	19.46
99730 - Refuse Collector	13.30
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	12.02
99830 - Survey Party Chief	22.07
99831 - Surveying Aide	20.09
99832 - Surveying Technician	20.25
99840 - Vending Machine Attendant	12.89
99841 - Vending Machine Repairer	16.05
99842 - Vending Machine Repairer Helper	11.56

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 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))."

U.S. Department of Labor

Wage and Hour Division
Washington, D.C. 20210



July 22, 2020

[REDACTED]
Contract Specialist
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W.
Mail Stop 5750
Washington, D.C. 20536-5750

Dear [REDACTED]

This is in further response to your conformance request, received July 7, 2020, for classifications and wage rates not listed in Wage Determination (WD) 2015-5451 (Revision 9), dated July 16, 2019. This WD is applicable to contract number EROIGSA-17-0003 for correctional confinement services at Cibola County Correctional Center located in Milan, Cibola County, New Mexico.

The following classifications and hourly wage rates are approved:

Assistant Maintenance Supervisor
Chaplain
Classification Coordinator
Laundry Supervisor
Manager, Learning and Development
Master Scheduler
Medical Translator
Safety Manager
Warehouse Manager



The conformed classifications and wage rates are in addition to the fringe benefits listed on the WD, and are retroactive to the date such unlisted employees commenced work on the contract.

If you have any questions, please contact this office at 202-693-[REDACTED]

Sincerely,

[REDACTED]
Chief, Branch of Service Contract
Wage Determinations

2. AMENDMENT/MODIFICATION NO. PDD012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 20536	CODE	ICE/DCR	7. ADMINISTERED BY (if other than item 6)	CODE	
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003
			10B. DATED (SEE ITEM 13) 10/28/2016
CODE 0544423480000	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	Mutual Agreement of Both Parties

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

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

DUNS Number: 054442348
POINTS OF CONTACT:
COR: [REDACTED] 915-856-[REDACTED]
ACOR: [REDACTED] 915-856-[REDACTED]
Contract Specialist: [REDACTED] 202-732-[REDACTED]
Contracting Officer: [REDACTED] 202-732-[REDACTED]

Warden: Luis Rosa Jr., 505-285-[REDACTED]

The purpose of this modification is to:

Continued ...

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

	<p style="font-size: 2em; font-family: cursive;">County Manager</p> <p>15C. DATE SIGNED 10-22-20</p>	
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EROIGSA-17-0003/P00012

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR
 COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) Increase the Bed Day Rate for CLIN 0001, and remove the Guaranteed Minimum. Please see CLIN 0001 for details.</p> <p>2) Increase the Bed Day Rate for CLIN 0002, and remove the Guaranteed Minimum. Please see CLIN 0002 for details.</p> <p>3) State that CLIN 0003 (Ramp-up Guaranteed Minimum rate) is no longer applicable to this IGSA (effective via Modification P00012). Please see CLIN 0003 for details.</p> <p>4) For CLIN 0004 (Transportation), state monthly mileage quantity of up to [REDACTED] miles per month, at current U.S. Department of Transportation (DOT) rate (current rate of [REDACTED] per mile, which includes local hospital, medical appointments and court appointments. Please see CLIN 0004 for details.</p> <p>5) State that CLIN 0005 (On Demand Transportation) is no longer applicable to this IGSA (effective via Modification P00012). Please see CLIN 0005 for details.</p> <p>6) Add CLIN 0006 to state the hourly rate for Transportation Guard at [REDACTED] per hour.</p> <p>7) Add CLIN 0006A to state the Overtime hourly rate for Transportation Guard at [REDACTED] per hour.</p> <p>8) Add CLIN 0007 to state the hourly rate for Stationary/Escort Guard at [REDACTED] per hour.</p> <p>9) Add CLIN 0007A to state the Overtime hourly rate for Stationary/Escort Guard at [REDACTED] per hour.</p> <p>10) Extend the Period of Performance of this IGSA by five (5) years, with a new end date of 10/27/2026.</p> <p>All other terms and conditions of this IGSA remain unchanged. Period of Performance: 10/28/2016 to 10/27/2026</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount): Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00012

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3 5

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Detention Services [REDACTED] detainees Effective via Modification P00012: Bed Day Rate: [REDACTED] per bed There is no guaranteed minimum under this CLIN. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0002	Detention Services Bed Day rate for beds [REDACTED] There is no guaranteed minimum under this CLIN. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0003	Ramp up Bed Day Rate Effective via Modification P00012, this CLIN is no longer applicable to this IGSA. With this Modification, the value of this CLIN is decreased as follows: FROM: [REDACTED] BY: [REDACTED] TO: \$0.00 Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0004	Change Item 0004 to read as follows (amount shown is the obligated amount): Detainee Transportation Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EROIGSA-17-0003/P00012

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NAME OF OFFEROR OR CONTRACTOR
 COUNTY OF CIBOLA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Effective via Modification P00012:</p> <p>Transportation of detainees of up to [REDACTED] miles per month, at current U.S. Department of Transportation (DOT) rate (current rate of [REDACTED] per mile, which includes local hospital, medical appointments and court appointments.</p> <p>1) No specific routes and all transportation shall be within state and the [REDACTED] mileage cap.</p> <p>2) Transportation across state lines will be priced separately as needed and will have to be approved by COR/ERO.</p> <p>3) Miles above [REDACTED] monthly are subject to the availability of resources and will be billed at the DOT rate. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p>				
0005	<p>On Demand Transportation</p> <p>Effective via Modification P00012, this CLIN is no longer applicable to this IGSA.</p> <p>With this Modification, the value of this CLIN is decreased as follows:</p> <p>FROM: [REDACTED] BY: [REDACTED] TO: \$0.00</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0006 as follows:</p>				
0006	<p>Transportation Guard</p> <p>Hourly Rate: [REDACTED] per hour</p> <p>Obligated Amount: \$0.00</p> <p>Product/Service Code: S206</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00012

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 0006A as follows:				
0006A	Transportation Guard Overtime Hourly Rate: [REDACTED] per hour Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 0007 as follows:				
0007	Stationary/Escort Guard Hourly Rate: [REDACTED] per hour Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 0007A as follows:				
0007A	Stationary/Escort Guard Overtime Hourly Rate: [REDACTED] per hour Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003
		10B. DATED (SEE ITEM 13) 10/28/2016

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.
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: 054442348
POINTS OF CONTACT:
COR: [REDACTED], 915-856-[REDACTED]
ACOR: [REDACTED], 915-856-[REDACTED]
Contract Specialist: [REDACTED], 202-732-[REDACTED]
Contracting Officer: [REDACTED], 202-732-[REDACTED]

Warden: Luis Rosa Jr., 505-285-[REDACTED]

The purpose of this modification is to incorporate the most recent U.S. Department of Labor (DOL) area-wide wage determinations (WD) in accordance with the Service Contract Labor Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00013

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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Standards, into this IGSA. Please see Attachment 1, DOL Wage Determination 2015-5451, Revision 11, dated June 6, 2020. The effective date of incorporation of this WD into this IGSA is 11/01/2020.</p> <p>All other terms and conditions of this IGSA remain unchanged.</p> <p>Period of Performance: 10/28/2016 to 10/27/2026</p>				

2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW [REDACTED] WASHINGTON DC 205	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF CIBOLA ATTN COUNTY OF CIBOLA 515 W HIGH ST GRANTS NM 870202526	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-17-0003
		10B. DATED (SEE ITEM 13) 10/28/2016

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) IAW IGSA EROIGSA 17-0003 Article 11

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: 054442348

POINTS OF CONTACT:

COR: [REDACTED] 915-856-[REDACTED]

ACOR: [REDACTED], 915-856-[REDACTED]

Program Office POC: [REDACTED] 915-856-[REDACTED]

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

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

Warden: Luis Rosa Jr., 505-285-[REDACTED]

The purpose of this modification is to address the Request for Equitable Adjustment (REA)
Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>submitted by CoreCivic on 12/09/2020 in compliance with FAR 52.22-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts).</p> <p>The REA was submitted in response to increases in the following (Effective 11/01/2020):</p> <p>Previous GM/Per Diem Rate: [REDACTED] New GM/Per Diem Rate: [REDACTED] (increase of [REDACTED])</p> <p>*Stationary Guard at Regular Rate of [REDACTED] per hour, effective 11/01/2020 (increase of [REDACTED]) *Stationary Guard at Overtime Rate of [REDACTED] per hour, effective 11/01/2020 (increase of [REDACTED]) *Escort Guard rate at Regular Rate of [REDACTED] per hour, effective 11/01/2020 (increase of [REDACTED]) *Escort Guard at Overtime Rate of [REDACTED] per hour, effective 11/01/2020 (increase of [REDACTED])</p> <p>There is no retroactive payment approved.</p> <p>All other terms and conditions of this IGSA remain unchanged. Period of Performance: 10/28/2016 to 10/27/2026</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services [REDACTED] detainees Bed Day Rate: [REDACTED]</p> <p>Effective via Modification P00014, the Bed Day Rate is increased by [REDACTED], from [REDACTED] per bed.</p> <p>The total value of this CLIN is increased by [REDACTED], from [REDACTED].</p> <p>There is no guaranteed minimum under this CLIN. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0007 to read as follows (amount shown Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EROIGSA-17-0003/P00014

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF CIBOLA

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	is the obligated amount): Stationary/Escort Guard Hourly Rate: [REDACTED] per hour With this Modification (P00014), the hourly rate for Stationary/Escort Guard is increased by [REDACTED], from [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0007A	Change Item 0007A to read as follows (amount shown is the obligated amount): Stationary/Escort Guard Overtime Hourly Rate: [REDACTED] per hour With this Modification (P00014), the hourly rate for Stationary/Escort Guard is increased by [REDACTED], from [REDACTED]. Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				