

## NOTICE OF MEETING OF THE SAN LUIS FACILITY DEVELOPMENT CORPORATION

In accordance with section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of San Luis Facility Development Corporation and to the general public that the Board Members of the San Luis Facility Development Corporation will hold a **Regular Meeting at Wednesday, May 14th, at 5:00 p.m.** The meeting will take place at City Hall in **Council Chambers**, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

**THIS NOTICE IS APPROVED BY:**

/s/ Kay M. Macuil, Attorney for the San Luis Facility Development Corporation

### AVISO DE JUNTA DE LA CORPORACIÓN

De acuerdo con los Estatutos del Estado de Arizona "A.R.S § 38-431.01", se le informa a los miembros de la Corporación San Luis Facility Development Corporation y al público en general que los miembros de la Corporación San Luis Facility Development Corporation, tendrán una **Junta Regular el día Miercoles 14 de Mayo a las 5:00 p.m.** La junta se llevará a cabo en el **Salón Del Cabildo** ubicada en el 1090 E. Union Street, San Luis, Arizona 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona "A.R.S § 1-602.A.9", sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona "A.R.S. §1-602.A.9."

**ESTE AVISO ES APROBADO POR:**

/f/ Kay M. Macuil, Abogada de la San Luis Facility Development Corporation

**AGENDA**  
**SAN LUIS FACILITY DEVELOPMENT CORPORATION**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, Arizona 85349**  
**MAY 14, 2025**  
**5:00 p.m.**

PLEASE TAKE NOTICE THAT BOARD MEMBERS MAY ATTEND THE MEETING BY TELEPHONIC COMMUNICATION

PLEASE TAKE NOTICE: *The Chair or Acting Chair may change the order of the items.*

PLEASE TAKE NOTICE: *If authorized by law and by a majority vote of a present quorum of the Board of Directors, an executive session will be held immediately following the vote in accordance with A.R.S. §38-431.03(A) and the meeting will be temporarily recessed while the Board retires to executive session which will not be open to the public.*

**1. CALL TO ORDER/ROLL CALL**

**2. CONSENT AGENDA**

All matters are considered to be routine by the Commission and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**2. A. MINUTES OF**

- Regular meeting held January 22, 2025

**3. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**3. A.** Discussion and possible action on any and all items regarding ratifying the contract with ICE. **(Kay Marion Macuil, General Counsel)**

**3. B.** Discussion and possible action on any and all matters regarding ratification of a contract modification for rate increases for detention services for the United States Marshals Service. **(Kay Marion Macuil, General Council)**

**4. EXECUTIVE SESSION:**

Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A) (3)(4) and (7)

4. A. Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A) (3) and (7) on any and all matters for discussion or consultation for legal advice with the Corporation's Attorney in order to consider the Corporation's position and instruct its attorney regarding the sale of real and personal property.  
**(Kay Marion Macuil, General Counsel)**

5. **MOTION TO GO BACK INTO REGULAR SESSION**

6. **DISCUSSION ITEMS:**

6. A. Discussion and possible action on any and all matters to consider recommending that the City Council call an election to request voter authority to sell real and personal property of the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, General Counsel)**

7. **NEW ITEMS OF BUSINESS FOR FUTURE AGENDAS**

8. **ADJOURNMENT**

*Suggested adjournment by President: "Since we have come to the end of the items on the agenda and there is no further business, the meeting is adjourned."*

**San Luis Facility Development Corporation**

**2. A.**

Meeting Date: 05/14/2025

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Summary

MINUTES OF

- Regular meeting held January 22, 2025

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Attachments

Minutes 2025-01-22

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**MINUTES**  
**SAN LUIS FACILITY DEVELOPMENT CORPORATION**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, Arizona 85349**  
**January 22, 2025**  
**3:30 p.m.**

**1. CALL TO ORDER / ROLL CALL** President Jenny Torres called the meeting to order at approximately 3:41 p.m.

**THOSE PRESENT:**

Vice President Joe Harper  
Director Eulogio Vera  
President Jenny Torres

**THOSE NOT PRESENT:**

Director Marco Pinzon  
Director Maria Gonzalez

**OTHERS PRESENT:**

Kay Marion Macuil, City Attorney, Attorney for the Corporation  
Janet Taylor, Legal Assistant, Clerk of the Board  
Jose Antonio Maldonado, Multi-media Productions & Operations Specialist.  
Jossue Cerda, IT Support Supervisor  
David Rivas, Warden, LaSalle Corrections  
Thomas Carroll, Asst. Warden LaSalle Corrections

**2. CONSENT AGENDA**

All matters are considered to be routine by the Commission and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**2.A. MINUTES OF:**

- Regular meeting held September 19, 2024

**MOTION:** President Jenny Torres and Vice-President Joe Harper approved the minutes of the meeting held September 19, 2024. **Motion passed unanimously.**

**The vote was as follows:**

Vice-President Joe Harper	Aye
Director Eulogio Vera	Aye
President Jenny Torres	Aye

### 3. DISCUSSION AND POSSIBLE ACTION ITEMS:

**3. A.** Discussion and possible action on any and all matters regarding the purchase of a wastewater grinder using funds from the Operating Reserve/Repair/Contingency Account under the Bond Indenture capital expense of the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, General Counsel)**

Ms. Macuil explained to the board what the item was called (Muffin Monster) and its function. She also discussed that the Detention Center serves three square meals, creating a lot of kitchen waste, and the detainees tend to flush debris down the toilet.

Ms. Macuil explained that in the past, the City was the one that paid for the maintenance of the system; however, it is for the particular needs of the Detention Center. Ms. Macuil said that she contacted the CFO of LaSalle to see if they could sustain the City asking for this purchase and got the okay from their CFO.

Ms. Macuil stated that there is only one manufacturer, so not much can be done about that. There is a purchase order pending to get that manufactured. The cost is \$20, 111.72.

President Jenny Torres asked the board if they had any questions.

Director Eulogio Vera stated that they had been having issues with it for some time, and it is definitely needed.

**MOTION:** Vice-President Joe Harper and Director Eulogio Vera approve the purchase of the Wastewater Grinder using funds from the Bond Operating Reserve/Repair/Contingency Account in an amount not to exceed \$20,111.72 for the reasons presented.

**Motion passed unanimously.**

**The vote was as follows:**

Vice-President Joe Harper	Aye
Director Eulogio Vera	Aye
President Jenny Torres	Aye

**3.B.** Discussion and possible action on any and all matters regarding reimbursing LaSalle Corrections from the bond Operating/Reserve/Repair/Contingency fund for the replacement of a boiler. **(Kay Marion Macuil, General Counsel)**

Ms. Macuil stated that LaSalle had to replace a leaking boiler in October. We were waiting to bring it to the board when we had another item: the muffin monster. LaSalle did get two quotes. The lower quote would require fittings and would end up

being more expensive. There was only a difference of a few hundred dollars for the Ferguson quote. Staff is asking that LaSalle be reimbursed for the \$6,844.62.

Ms. Macuil stated that if the board had any questions, the Warden and Assistant Warden were present.

President Jenny Torres asked the board if there were any questions. There were none.

**MOTION:** Vice President Joe Harper and President Jenny Torres approve the reimbursement to the City of San Luis from the Bond Operating Reserve/Repair/Contingency account in an amount not to exceed \$6,844.62.

**Motion passed unanimously.**

**The vote was as follows:**

Vice-President Joe Harper	Aye
Director Eulogio Vera	Aye
President Jenny Torres	Aye

**4. Adjournment**

*President Jenny Torres adjourned the meeting at approximately 3:49 p.m.*

**San Luis Facility Development Corporation**

**3. A.**

**Meeting Date:** 05/14/2025

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Janet Taylor, Legal Secretary, Attorney's Office

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**ITEM:**

Discussion and possible action on any and all items regarding ratifying the contract with ICE. **(Kay Marion Macuil, General Counsel)**

**SUMMARY:**

The Board President signed the renewal contract between the San Luis Facility Development Corporation and U.S. Immigration and Customs Enforcement ("ICE") on February 28, 2025. We did not bring it to the full Board so that the higher prices could take effect immediately on March 1, 2025. The contract had been negotiated since September of 2024. The Chief Financial Officer of LaSalle and Ms. Macuil together communicated with the ICE Contracting Officer. We also held off until we had more items to bring before the Board.

The contract is renewed for 5 years. The 100-bed guarantee continues. The per-person-per-day rate of \$125 had not been raised for 2½ years.

The per-person-per-day rate is \$140 for the first year, \$143.5 for the second, \$147.09 for the third, \$150.77 for the 4th, and \$154.54 for the fifth year. ICE pays for transportation, which is not part of the money that goes to pay the bonds. The buses cost in excess of \$600,000 and the mileage was at 60 cents a mile. This renewal allows for \$5.83 per mile.

Ratification of the renewal contract is requested.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO RATIFY THE CONTRACT WITH ICE, SIGNED FEBRUARY 28, 2025.**

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**Attachments**

ICE 5-Year Renewal Contract

IGSA Agmt.

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>		1. REQUISITION NUMBER	PAGE OF
			1   17

2. CONTRACT NO. 70CDCR25DIG000010	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. <b>FOR SOLICITATION INFORMATION CALL:</b>	a. NAME RACHAEL TIGNOR	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY DETENTION COMPLIANCE AND REMOVALS ICE Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)	<input type="checkbox"/> SET ASIDE: % FOR: NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561612 SIZE STANDARD: \$29
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11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Various	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)
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15. DELIVER TO VARIOUS LOCATIONS	CODE 000000	16. ADMINISTERED BY ICE/Detention Compliance & Removals ICE Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
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17a. CONTRACTOR/OFFEROR SAN LUIS FACILITY DEVELOPMENT CORPORATION PO BOX 1170 SAN LUIS AZ 85349	CODE LEAWNWFBAJ3	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ICE/ERO/FOD/FSD WWW.IPP.GOV	CODE ICE/ERO/FOD/FSD
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: LEAWNWFBAJ3 Contracting Officer Representative (COR): Perry Weidman, (619) 661-3828, Perry.E.Weidman@ice.dhs.gov  Contracting Officer (CO): Diana Brozi, (202) 430-2428, Diana.Brozi@ice.dhs.gov  Contract Specialist (CS): Rachael Tignor, (703) 213-7442, Rachael.Tignor@ice.dhs.gov  Contractor POC: <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00
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27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print) Lenny Torres, President	30c. DATE SIGNED 2/28/25	31b. NAME OF CONTRACTING OFFICER (Type or print) DIANA BROZI	31c. DATE SIGNED 02/28/2025
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Kay Macuil, City Attorney, email: kmacuil@sanluisaz.gov</p> <p>Tim Kurpiewski, CPA, LaSalle Corrections Chief Financial Officer email: timkswc@aol.com Office: (512)-858-7202 Cell Phone: (512)-694-5259</p> <p>This is the award document for Inter- Governmental Service Agreement (IGSA) No.70CDCR25DIG000010 with SAN LUIS FACILITY DEVELOPMENT CORPORATION.</p> <p>The following are attached to this award document:</p> <ul style="list-style-type: none"> <li>- IGSA No. 70CDCR25DIG000010</li> <li>- Attachment 01 - Title 29, Part 4 Labor Standards for Federal Service Contracts</li> <li>- Attachment 02 - Wage Determination Number:2015-5475, Rev. 24 Dated of Last Revision: 12/23/2024.</li> <li>- Attachment 03 - Quality Assurance Surveillance Plan and Performance Requirements Summary (NDS 2019)</li> <li>- Attachment 03a- Contract Discrepancy Report (CDR) Template</li> <li>- Attachment 04 - Quality Control Plan</li> <li>- Attachment 05 - Prison Rape Elimination Act (PREA) Regulations</li> <li>- Attachment 06 - Detention-Transportation Invoice Supporting Documentation Template</li> <li>- Attachment 07 - Combatting Trafficking in Persons</li> <li>- Attachment 08 - ICE Privacy, Records Management, and Safeguarding of Sensitive</li> </ul> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED       INSPECTED       ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

NAME OF OFFEROR OR CONTRACTOR  
SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Information</p> <ul style="list-style-type: none"> <li>- Attachment 09 - Physical Plant Requirements</li> <li>- Attachment 10 - Transportation Requirements</li> <li>- Attachment 10a- Anticipated Transportation Routes</li> <li>- Attachment 11 - Virtual Attorney Visitation</li> <li>- Attachment 12 - Staffing Plan</li> </ul> <p>This is a Firm Fixed Price IGSA with the Period of Performance from 03/01/2025 to 02/28/2030 for goods and services agreed that are reflected under each CLIN for each respective year during this agreement Year 1 through Year 5. Service Provider should not provide any additional supplies or services and/or bill in any additional amount without authorization by the Contracting Officer. Funding will be added by issuance of annual task orders.</p> <p>All other terms and conditions referenced within the IGSA remain the same.</p> <p>***Note: There shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>Delivery: 30 Days After Award Period of Performance: 03/01/2025 to 02/28/2030</p>				
0001	<p>Detention Bed Day Guarantee Minimum (GM) (1-100)-- Scope in accordance with IGSA Bed Day (DA) Rate (100 DA x 365 days = 36,500 Bed Day per year; 36,500 X 5 years= 182,500 total bed days for 5 years) Bed Day Rate Year 1; GM 1-100: Year 1: \$140.00</p> <p>Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Period of Performance: 03/01/2025 to 02/28/2026</p>		DA	140.00	0.00
0002	<p>Detention Bed Day Above Guarantee Minimum (100- above) Rate-- Scope in accordance with IGSA.</p> <p>Bed days for adult male and female detainees share between San Diego and Phoenix Field Offices.</p> <p>**Additional beds above 100 detainees, ICE maintains access to bed on a First Come, First Serve Basis** Continued ...</p>		DA	140.00	0.00

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Bed Day Rate Year 1 above GM 100- above: Year 1: \$140.00  Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2025 to 02/28/2026				
0003	Guards and Transportation Services Hourly Rate (HR)-- Scope in accordance with IGSA. Hourly Rate: 39.28 Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2025 to 02/28/2026		HR	39.28	0.00
0004	Guards and Transportation Services Overtime Rate (OT)-- Scope in accordance with IGSA. Overtime Rate: \$53.53 Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2025 to 02/28/2026		OT	53.53	0.00
0005	Mileage (MI) Small Vans/Sedans- Scope in accordance with IGSA. Mileage Reimbursement in accordance with GSA FTR Rate.  Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES  Period of Performance: 03/01/2025 to 02/28/2026		MI	0.00	0.00
0006	Mileage (MI) Buses/Large Vans (12-15 passengers) Cost Reimbursement based on IGSA agreement. Mileage Rate for Year 1 is \$5.83. Obligated Amount: \$0.00 Continued ...		MI	5.83	0.00

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Firm-fixed-price Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES  Period of Performance: 03/01/2025 to 02/28/2026				
0007	Other Direct Costs (OCD) Aliens Welfare Items Reimbursement-- (sweatshirts, sweatpants, shoes and property bags).  Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE  Period of Performance: 03/01/2025 to 02/28/2026				0.00
0008	Other Direct Cost - Virtual Attorney Visitation Services for Aliens. VAV Fax Line \$70.00 Monthly  Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: R418 Product/Service Description: SUPPORT- PROFESSIONAL: LEGAL  Period of Performance: 03/01/2025 to 02/28/2026		MO	70.00	0.00
1001	Detention Bed Day Guarantee Minimum (GM) (1-100)-- Scope in accordance with IGSA  Bed Day (DA) Rate (100 DA x 365 days = 36,500 DA per year)  Bed Day Rate Year 2; GM 1-100: Option Period 1: \$ 143.50 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2026 to 02/28/2027 Continued ...		DA	143.50	0.00

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	Detention Bed Day Above Guarantee Minimum (100- above) Rate-- Scope in accordance with IGSA.  Bed days for adult male and female detainees share between San Diego and Phoenix Field Offices.  **Additional beds above 100 detainees, ICE maintains access to bed on a First Come, First Serve Basis**  Bed Day Rate Year 2; GM 100- above: Year 2: \$143.50 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2026 to 02/28/2027		DA	143.50	0.00
1003	Guards and Transportation Services Hourly Rate (HR)-- Scope in accordance with IGSA.  Hourly Rate: 39.28 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2026 to 02/28/2027		HR	39.28	0.00
1004	Guards and Transportation Services Overtime Rate (OT)-- Scope in accordance with IGSA.  Overtime Rate: \$53.53 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2026 to 02/28/2027		OT	53.53	0.00
1005	Mileage (MI) Small Vans/Sedans- Mileage Reimbursement in accordance with GSA FTR Rate.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) Continued ...		MI	0.00	0.00

**CONTINUATION SHEET**

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SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1006	03/01/2026 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES  Period of Performance: 03/01/2026 to 02/28/2027  Mileage (MI) Buses/Large Vans (12-15 passengers)- Cost Reimbursement is in accordance with IGSA. Mileage Rate for Year 2 is \$5.98. Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item)		MI	5.98	0.00
1007	03/01/2026 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES  Period of Performance: 03/01/2026 to 02/28/2027  Other Direct Costs (OCD) Aliens Welfare Items Reimbursement-- (sweatshirts, sweatpants, shoes and property bags). Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item)		EA	0.00	0.00
1008	03/01/2026 Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE  Period of Performance: 03/01/2026 to 02/28/2027  Other Direct Cost - Virtual Attorney Visitation Services for Aliens. VAV Fax Line \$70.00 Monthly  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item)		MO	70.00	0.00
2001	03/01/2026 Product/Service Code: R418 Product/Service Description: SUPPORT- PROFESSIONAL: LEGAL  Period of Performance: 03/01/2026 to 02/28/2027  Detention Bed Day Guarantee Minimum (GM) (1-100)-- Scope in accordance with IGSA. Bed Day (DA) Rate (100 DA x 365 days = 36,500 DA per year) Continued ...		DA	147.09	0.00

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NAME OF OFFEROR OR CONTRACTOR  
SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Bed Day Rate in Year 3 is \$147.09. Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2027 to 02/29/2028  Detention Bed Day Above Guarantee Minimum (100- above) Rate-- Scope in accordance with IGSA.  Bed days for adult male and female detainees share between San Diego and Phoenix Field Offices.  **Additional beds above 100 detainees, ICE maintains access to bed on a First Come, First Serve Basis** Bed Day Rate in Year 3 for GM 100- above is \$143.50.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2027 to 02/29/2028		DA	143.50	0.00
2003	Guards and Transportation Services Hourly Rate (HR)-- Scope in accordance with IGSA. Hourly Rate: 39.28 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2027 to 02/29/2028		HR	39.28	0.00
2004	Guards and Transportation Services Overtime Rate (OT)-- Scope in accordance with IGSA. Overtime Rate: \$53.53 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: S206 Continued ...		OT	53.53	0.00

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SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2005	Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2027 to 02/29/2028  Mileage (MI) Small Vans/Sedans- Cost Reimbursement based on GSA FTR Rate.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES		MI	0.00	0.00
2006	Period of Performance: 03/01/2027 to 02/29/2028  Mileage (MI) Buses/Large Van (12-15 passengers) Cost Reimbursement-- Scope in accordance with IGSA Year 3. Mileage Rate for Year 3 is \$6.13 per mile.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES		MI	6.13	0.00
2007	Period of Performance: 03/01/2027 to 02/29/2028  Other Direct Costs (OCD)- Aliens Welfare Items- Reimbursement-- (sweatshirts, sweatpants, shoes and property bags). Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE		EA	0.00	0.00
2008	Period of Performance: 03/01/2027 to 02/29/2028  Other Direct Cost - Virtual Attorney Visitation Services for Aliens. VAV Fax Line \$70.00 Monthly  Continued ...		MO	70.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001	<p>Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2027 Product/Service Code: R418 Product/Service Description: SUPPORT- PROFESSIONAL: LEGAL</p> <p>Period of Performance: 03/01/2027 to 02/29/2028</p> <p>Detention Bed Day Guarantee Minimum (GM) (1-100)-- Scope in accordance with IGSA</p> <p>Bed Day (DA) Rate (100 DA x 365 days = 36,500 DA per year)</p> <p>Bed Day Rate Year 4 is 150.76.</p>		DA	150.76	0.00
3002	<p>Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Period of Performance: 03/01/2028 to 02/28/2029</p> <p>Detention Bed Day Above Guarantee Minimum (100-above) Rate-- Scope in accordance with IGSA.</p> <p>Bed days for adult male and female detainees share between San Diego and Phoenix Field Offices.</p> <p>**Additional beds above 100 detainees, ICE maintains access to bed on a First Come, First Serve Basis**</p> <p>Bed Day Rate Year 4 above GM 100- above is \$147.81.</p>		DA	147.81	0.00
3003	<p>Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Period of Performance: 03/01/2028 to 02/28/2029</p> <p>Guards and Transportation Services Hourly Rate (HR)-- Scope in accordance with IGSA.</p> <p>Continued ...</p>		HR	39.28	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3004	Hourly Rate: 39.28 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2028 to 02/28/2029  Guards and Transportation Services Overtime Rate (OT)-- Scope in accordance with IGSA.  Overtime Rate: \$53.53 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2028 to 02/28/2029		OT	53.53	0.00
3005	Mileage (MI) Small Vans/Sedans- Scope in accordance with IGSA. Mileage Cost Reimbursement in accordance with GSA FTR Rate.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES  Period of Performance: 03/01/2028 to 02/28/2029		MI	0.00	0.00
3006	Mileage (MI) Reimbursement (Busses/ Large Vans (12-15 passengers) - Scope in accordance with IGSA Mileage Rate for Year 4 is \$6.28.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES  Period of Performance: 03/01/2028 to 02/28/2029 Continued ...		MI	6.28	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3007	Other Direct Costs (OCD) Aliens Welfare Items Reimbursement (sweatshirts, sweatpants, shoes and property bags). Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE  Period of Performance: 03/01/2028 to 02/28/2029		EA	0.00	0.00
3008	Other Direct Cost - Virtual Attorney Visitation Services for Aliens VAV Fax Line \$70.00 Monthly  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2028 Product/Service Code: R418 Product/Service Description: SUPPORT- PROFESSIONAL: LEGAL  Period of Performance: 03/01/2028 to 02/28/2029		MO	70.00	0.00
4001	Detention Bed Day Guarantee Minimum (GM) (1-100)-- Scope in accordance with IGSA. Bed Day (DA) Rate (100 DA x 365 days = 36,500 DA per year)  Bed Day Rate for Year 5 for GM 1-100 is \$154.53.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2029 to 02/28/2030		DA	154.53	0.00
4002	Detention Bed Day Above Guarantee Minimum (100-above) Rate-- Scope in accordance with IGSA.  Bed days for adult male and female detainees share between San Diego and Phoenix Field Offices. Continued ...		DA	152.24	0.00

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SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	**Additional beds above 100 detainees, ICE maintains access to bed on a First Come, First Serve Basis**  Bed Day Rate GM 100- above for Year 5 is \$152.24.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2029 to 03/01/2030				
4003	Guards and Transportation Services Hourly Rate (HR)-- Scope in accordance with IGSA. Hourly Rate: 39.28 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2029 to 02/28/2030		HR	39.28	0.00
4004	Guards and Transportation Services Overtime Rate (OT)-- Scope in accordance with IGSA.  Overtime Rate: \$53.53 Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Period of Performance: 03/01/2029 to 02/28/2030		OT	53.53	0.00
4005	Mileage (MI) Small Vans/Sedans- Scope in accordance with IGSA. Mileage Reimbursement based on GSA FTR Rate.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES Continued ...		MI	0.00	0.00

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SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4006	Period of Performance: 03/01/2029 to 02/28/2030  Mileage (MI) Reimbursement Busses/Large Vans (12-15 passengers) Scope in accordance with IGSA Mileage Rate for Year 5 is \$6.44.  Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: 2310 Product/Service Description: PASSENGER MOTOR VEHICLES		MI	6.44	0.00
4007	Other Direct Costs (OCD) -Aliens Welfare Items Reimbursement-- (sweatshirts, sweatpants, shoes and property bags) Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE  Period of Performance: 03/01/2029 to 02/28/2030		EA	0.00	0.00
4008	Other Direct Cost - Virtual Attorney Visitation Services for Aliens. VAV Fax Line \$70.00 Monthly.  Award Type: Firm-fixed-price Amount: \$0.00 (Option Line Item) 03/01/2029 Product/Service Code: R418 Product/Service Description: SUPPORT- PROFESSIONAL: LEGAL  Period of Performance: 03/01/2029 to 02/28/2030 ICE - INVOICE INSTRUCTIONS ERO  Beginning December 9, 2024 all invoicing procedures will take place on www.IPP.gov. Vendors must be registered www.IPP.gov. Registration on www.IPP.gov is required to receive payment. Invoices will not be accepted by any other method. 1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include; contractor's Unique Entity Identifier (UEI) number; the ICE Continued ...		MO	70.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Program Office; and state whether the invoice is "INTERIM" or "FINAL".</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows: "...An invoice must include-</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM;</li> <li>(ii) Unique Entity Identifier (UEI) number;</li> <li>(iii) Invoice date and number;</li> <li>(iv) Contract number, line items and, if applicable, the order number;</li> <li>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vii) Terms of any discount for prompt payment offered;</li> <li>(viii) Remit to Address;</li> <li>(ix) Name, title, and phone number of persons to notify in event of defective invoice;</li> <li>(x) ICE Program Office designated on the order/contract/agreement; and</li> <li>(xi) Whether the invoice is "Interim" or "Final"</li> <li>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</li> </ul> <p>3. Invoice submission: The above information will be required to complete the invoice submission requirements within IPP. Please refer to <a href="http://www.IPP.gov">www.IPP.gov</a> for additional information on Getting Started, Benefits, Features, and Enrollment.</p> <p>4. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <ul style="list-style-type: none"> <li>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</li> </ul> <ul style="list-style-type: none"> <li>a. Detention Bed Space Services <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> </ul> </li> </ul> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
SAN LUIS FACILITY DEVELOPMENT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>• Detainees identification information</p> <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Mileage rate being applied for that invoice;</li> <li>• Number of miles;</li> <li>• Transportation routes provided;</li> <li>• Locations serviced;</li> <li>• Names of detainees transported;</li> <li>• Itemized listing of all other charges; and,</li> <li>• for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</li> </ul> <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> <li>• The location where the guard services were provided,</li> <li>• The employee guard names and number of hours being billed,</li> <li>• The employee guard names and duration of the billing (times and dates), and</li> <li>• for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.</li> </ul> <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>5. The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>6. Safeguarding Information: As a contractor or vendor conducting business</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience, or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> for more information on and/or examples of Sensitive PII. Invoices without the above information may be returned for resubmission.</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 26.</p>				

**70CDCR25DIG000010**  
**INTERGOVERNMENTAL SERVICE AGREEMENT**  
**BETWEEN THE**  
**UNITED STATES DEPARTMENT OF HOMELAND SECURITY**  
**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**AND**  
**SAN LUIS FACILITY DEVELOPMENT CORPORATION**

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This Intergovernmental Service Agreement (“**Agreement**”) is entered into between United States (US) Department of Homeland Security (“**DHS**”), Immigration and Customs Enforcement (“**ICE**”), and **SAN LUIS FACILITY DEVELOPMENT CORPORATION** (“**service provider**” or “**contractor**”) for the detention and care of detained aliens (also referred to as “**aliens**” and “**detainees**”). The term “**parties**” is used in this Agreement to refer jointly to ICE and the service provider.

**AGREEMENT SUMMARY:**

The service provider shall provide detention services for detained aliens at the following facility:

**San Luis Regional Detention and Support Center**  
**406 North Avenue D**  
**San Luis, AZ 85349**

The service provider shall house ICE aliens and perform related detention services, at a minimum, in accordance with 2019 National Detention Standards (NDS) or the most current version as outlined in a subsequent modification. The standards are available at [www.ice.gov](http://www.ice.gov).

The service provider shall provide ICE with guaranteed **100 male/female** beds. The total capacity of the facility is **870 adult male/female beds**.

The Agreement will remain in effect for a period not to exceed 60 months unless extended by bilateral modification or terminated in writing by either party in accordance with the terms of Article 13 of this Agreement. The period of performance for this Agreement is March 1, 2025, to February 28, 2030.

Authorized Negotiator: The following individual is appointed as the service provider’s authorized negotiator with full authority to bind the service provider regarding this Agreement. The authorized negotiator must be an employee of the service provider (prime).

Authorized Negotiator: Kay Macuil  
Title: City Attorney  
Email Address: [kmacuil@cityofsanluis.org](mailto:kmacuil@cityofsanluis.org)  
Phone: (928) 341-8526

## **Documents**

The following documents constitute the complete Agreement and are hereby incorporated directly or by reference:

- Standard Form 1449 - 70CDCR25DIG000010
- B. Intergovernmental Service Agreement (IGSA) 70CDCR25DIG000010 (This document)

## **Attachments**

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number: 2015-5475 Revision: 24 Dated 12.23.24
- Attachment 3 – Attachment 3 – Quality Assurance Surveillance Plan and Performance Requirements Summary (NDS 2019)
  - Attachment 3a – Contract Discrepancy Report (CDR) Template
- Attachment 4 – Quality Control Plan
- Attachment 5 – Prison Rape Elimination Act (PREA) Regulations
- Attachment 6 – Detention-Transportation Invoice Supporting Documentation Template
- Attachment 7 – Combatting Trafficking in Persons
- Attachment 8 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 9 – Physical Plant Requirements
- Attachment 10 – Transportation Requirements
  - Attachment 10a – Route List
- Attachment 11 – Virtual Attorney Visitation
- Attachment 12 – Staffing Plan

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of the San Luis Facility Development Corporation and the Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

**Diana K Brozi**  
Contracting Officer (CO)

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

Date: February 28, 2025

**ACCEPTED:**

San Luis Facility Development Corp.

**Jenny Torres**  
President

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

Date: Feb 28, 2025

## Intergovernmental Service Agreement

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## REQUIRED WORK PERFORMANCE

### Article 1. Purpose

- A. Purpose: The purpose of this 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 ICE alien detention in a secure environment under the authority of the Immigration and Nationality Act, as amended, 8 U.S.C. § 1103(a)(11)(A).

All persons in the custody of ICE are aliens. This term recognizes that ICE detained aliens are not charged with criminal violations and are only held in custody to ensure their presence throughout the administrative hearing process and to assure their presence for removal from the US pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals, or other Federal judicial bodies.

- 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 aliens housed in the facility are consistent with ICE’s civil detention authority, IGSA requirements, ICE standards incorporated and referenced in this Agreement, and all applicable state and local laws. The service provider must perform satisfactorily as described in the QASP to receive payment from ICE at the rate prescribed below.
- C. Rates: This is a fixed rate Agreement, not a cost reimbursable Agreement, with respect to the facility operating charge and/or bed day rate. ICE will be responsible for reviewing and approving the costs associated with this Agreement, and any subsequent modifications, in accordance with all applicable federal procurement laws, regulations and standards in determining the facility operating charge and bed day rate.

Detention Bed Day Guaranteed Minimum (GM) DA (1-100)

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$ 140.00	\$ 143.50	\$ 147.09	\$ 150.76	\$154.53

Detention Bed Day Rate 100 >above

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$ 140.00	\$ 143.50	\$ 143.50	\$ 147.81	\$ 152.24

On-Call Guard at Regular Rate	\$	\$39.28 per hour
On-Call Guard at Overtime Rate	\$	\$53.53 per hour

\*\*Transportation Mileage rate is as follows:

i. Buses/ Large Van (12-15 passengers) per mile

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$5.83	\$ 5.98	\$ 6.13	\$ 6.28	\$6.44

iii. Small Van/Sedan: Current GSA FTR Rate per mile

\*\* Other Direct Cost

i. Aliens Welfare Items  
(sweatshirts, sweatpants, shoes and property bags). TBD

The Agreement includes a 2.5% escalation rate. If incorporating a new Wage Determination causes the overall cost to increase by over 2.5%, it will be evaluated and considered at that time.

*\* See Article 4, \*\*See Attachment 10 and 10A*

The “Facility Operating Charge” is defined as all costs that are fixed for providing services to ICE based on the expected usage of the facility. The price shall be firm fixed price and invoiced on a monthly basis.

The “Bed Day” is defined as general costs associated with one person per day. The service provider shall bill 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 aliens. 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 aliens
- 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) Alien services which are not provided to, or cannot be used by, Federal detained aliens
- 5) Operating costs of facilities not utilized by Federal detained aliens
- 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 aliens or inmates)

- D. ICE will not be responsible for paying any costs if ICE is unable to use the facility 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, flood, court orders, extraordinary severe weather and failure to perform in accordance with ICE standards incorporated into this Agreement.

## **Article 2. ICE Detention Standards and Other Applicable Standards,**

- A. The standards applicable to this Agreement are referenced on page 1. DHS and ICE inspectors will conduct periodic inspections of the facility to assure compliance with ICE, DHS and other Federal standards.
- B. The service provider shall comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) or Core Jail Standards and supplements and will strive to comply with National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails. Some ACA/NCCHC standards are augmented by ICE policy and/or procedures.
- C. The service provider shall also comply with the requirements of Subpart A and Subpart C of the U.S. Department of Homeland Security Regulation titled “*Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities,*” title 6 Code of Federal Regulation (C.F.R.) part 115 (DHS PREA)/79 Fed. Reg. 13100 (Mar. 7, 2014), and Attachment 5 to this Agreement. If any requirements of the DHS PREA standards conflict with the terms of NDS 2019, the DHS PREA standards shall prevail.
- D. Order of Precedence: In instances where other standards conflict with ICE policy or standards, ICE policy and standards take precedence. If the service provider believes there is a conflict in standards, the service provider shall immediately seek clarification from the CO.

## **Article 3. Covered Services**

- A. Access: The facility shall be located within proximity and access to emergency services (medical, fire protection, law enforcement, etc.).
- B. Basic Needs: The service provider shall provide ICE aliens with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the service provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be consistent with ICE detention standards and policies.
- C. All service providers are required to comply with any Enforcement and Removal Operations (ERO) pandemic guidance or instructions.

- D. Staffing: The service provider shall have a staffing plan to effectively staff the facility in a safe and secure manner. The number, type and distribution of staff as described in the IGSA-staffing plan shall be maintained throughout the term of the IGSA. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO and the Contracting Officer's Representative (COR), for approval prior to implementation and incorporation into this IGSA. Staffing levels shall not fall below a monthly average of 85% for custody staff, 80% for health services staff, and 85% for all other departments of the approved staffing plan. The approved staffing levels for detention officers shall not fall below a monthly average of 85%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate. If the service provider does not provide health services, the health services staffing level does not apply.

Each month, the service provider shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120 calendar days. Failure to fill any individual position within 120 calendar days of the vacancy may result in a deduction from the monthly invoice.

As part of the justification package for a FOC, GM or bed rate increase request, along with the staffing plan, the service provider shall submit a detention facility floor plan which shows all detention guard posts and identifies the duration of each guard post and the number of shifts required in a 24-hour day. The detention facility floor plan should be color-coded so that each detention guard post can be easily mapped to the description of the duration of the guard post and the number of daily shifts required.

#### **Article 4. On-Call Guard Services**

- A. The service provider agrees to provide on-call guard services, at a separately agreed hourly rate, on demand by the COR and shall include, but not limited to, escorting and guarding aliens to medical or doctor's appointments, hearings, ICE interviews, and any other offsite location as requested by the COR. Qualified detention officers 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, alien monitoring, visitation, and contraband control. Visitation with ICE aliens at offsite locations is prohibited unless authorized in advance by the COR.
- B. The service provider shall provide two officers for each offsite location, unless additional officers are required, per the direction of the COR or designated ICE officer. Except in cases of an emergency, one of the two above referenced officers shall be of the same sex as the alien being assigned to the offsite location. The service provider shall not pull officers posts in order to fill on-call guard services. All posts shall be staffed and shall not be left vacant in order to meet on demand needs.

#### **Article 5. Receiving and Discharging Aliens**

- A. Required Activity: The service provider shall receive and discharge ICE aliens only to/ from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with written authorization from ICE/ERO. Presentation of U.S. Government identification will constitute “proper identification.”
- B. 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 ICE aliens. The service provider shall ensure positive identification and recording of aliens and ICE officers. The service provider shall not permit medical or emergency discharges from the hospital except through coordination with ICE/ERO.
- C. Emergency Situations: ICE aliens 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.
- D. Restricted Release of ICE Aliens: The service provider shall not release ICE aliens from its physical custody to any persons other than those described in Paragraph A of this Article, for any reason, except for either medical, other emergency situations (such as a hurricane evacuation or activation or an emergency plan), or in response to a Federal writ of habeas corpus. If an ICE alien is required for Federal, state, or local proceedings, only ICE/ERO may authorize release of the alien for such purposes. The service provider shall contact the COR or designated ICE official immediately regarding any such requests.
- E. Service Provider Right of Refusal. The service provider retains the right to refuse acceptance of any alien if such refusal is supported by a valid justification and agreed to by the COR. Examples of such justification are any individual exhibiting violent or disruptive behavior, or any alien found to have a medical condition that requires medical care beyond the scope of the service provider. In the case of a alien already in custody, the service provider shall notify ICE and request transfer of the alien from the facility. The service provider shall allow ICE reasonable time to make alternative arrangements for detention of the alien.
- F. Juveniles. 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 adults and shall immediately notify the COR or designated ICE official. ICE will relocate the juvenile within seventy-two (72) hours.
- G. Emergency Evacuation: In the event of an emergency requiring evacuation of the facility, the service provider shall evacuate ICE aliens 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 6. Medical Services**

- A. The service provider shall not charge any ICE aliens a fee or co-payment for medical services or treatment, including medications and durable medical equipment provided at the facility. The service provider shall ensure that ICE aliens receive no lower level of on-site medical care and services than those it provides to local inmates, and as required by the ICE standards incorporated into this Agreement as well as all Centers for Disease Prevention and Control (CDC) guidance and recommendations regarding infectious disease prevention and control. All medical-related costs will be included in the applicable rate for this Agreement.
- B. The service provider ensures quality health care delivery and accountability in compliance with detention standards through a continuous quality improvement (CQI) system that includes risk management, patient safety, and health services delivery quality assurance programs. The CQI system identifies, addresses, and monitors health care delivery for undesired outcomes and trends, including but not limited to those due to near miss occurrences, adverse events, sentinel events, and systemic processes or outcomes. Concerns identified from the CQI system risk assessment are addressed through corrective action plans.
- C. The service provider is required to report all incidents, in accordance with ICE Health Service Corps (IHSC) incident reporting criteria, to the IHSC Field Medical Coordinator (FMC) immediately. Alien deaths at the facility are subject to an IHSC directed mortality review, concurrent or subsequent root cause analysis for the purpose of identifying actual and potential process failures and errors.
- D. The service provider shall notify ICE/ERO and the IHSC FMC of alien with serious medical conditions within 48 hours of identification of the case. Examples of cases include, but are not limited to: uncontrolled hypertension; uncontrolled diabetes; unable respiratory disease or any alien requiring oxygen treatment; history of congestive heart failure complaining of shortness of breath; transgender; pregnancy; multiple unstable chronic conditions; liver failure; renal failure; infectious and communicable diseases (i.e., HIV/AIDS, viral hepatitis, varicella, measles, mumps, COVID-19); infectious disease outbreaks; acute mental health conditions (one or more psychiatric symptoms – disorganization, active hallucinations or delusions, severe depressive symptoms, suicidal ideation, marked anxiety or impulsivity); history of more than two psychiatric hospitalizations in the past three months and still presenting moderate to severe symptoms; presently taking psychiatric medications and still presenting active moderate to symptoms; continues to display self-harm to self or others in spite of treatment and/or hospitalization; serious limitations in mental functions due to mental disability or severe medical conditions impairing mental function.
- E. Prescription medications that must be filled at a retail pharmacy location, are available through and paid for by the IHSC pharmacy benefits program. The FMC in conjunction with the IHSC Managed Care Coordinators will be the service provider's point of contact for the IHSC pharmacy benefits program. The service provider is required to follow IHSC processes regarding filling of prescriptions through the pharmacy benefits program including processes for non-formulary medications requiring prior authorization and

overrides for travel medications. Vaccines are also provided through the IHSC pharmacy benefits program as per the Non-IHSC Staffed Facility Medication Formulary. Durable medical equipment (DME) identified as medically necessary by a medical provider shall be covered by IHSC Medical Payment Authorization Request (MedPAR) or through coordination with the FMC when/if the facility is unable to provide the DME through existing stock supplies covered in the applicable rate for this Agreement.

- F. The service provider is required to follow all MedPAR guidance and requirements available <https://medpar.ice.gov>. If the MedPAR is cancelled, the service provider is required to notify the FMC. The service provider is required to provide the approved authorization to all off-site medical providers (i.e., emergency medical services, hospital, diagnostic or laboratory service provider, independent medical providers who provided care while at the hospital or in the community) to assist with the medical claims processes to ensure payment to the off-site provider for the services rendered. Payment is made directly to the off-site provider by the Veteran's Affairs Financial Services Center (VAFSC) on behalf of IHSC. VAFSC contact information is below. The VAFSC, ICE and IHSC cannot reimburse the service provider for services rendered by these providers.

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

- G. In the event of a medical emergency, the service provider shall immediately proceed to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport, if required. The service provider shall notify ICE and the IHSC FMC immediately regarding the nature of the transferred alien illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of IHSC. The IHSC FMC assigned to this facility will be the point of contact for obtaining the approval for the emergency off-site care. Utilizing the IHSC MedPAR system, the request for approval for the emergency care shall be submitted no more than 72 hours from receipt of the care.
- H. Utilizing the IHSC MedPAR, the service provider will request prior approval for all non-emergent off-site medical care and requests for durable medical equipment (DME). The primary POC for obtaining pre-approval will be the IHSC FMC assigned to this location.
- I. The service provider is required to maintain Agreements with community providers including hospitals and specialty providers to provide healthcare to ICE aliens. The service provider is required to provide a listing of those providers to and to notify the IHSC FMC of new community providers in order for IHSC to begin the new provider recruitment process.
- J. The service provider shall retain, at a minimum, medical staffing levels as approved by IHSC and incorporated into this IGSA in accordance with Article 3 above. The service

provider shall ensure that all health care providers utilized for ICE aliens hold current licenses, certifications, and/or registrations within the state, county and/or city where they treat the ICE detained aliens.

- K. If the service provider determines that an ICE alien has a medical condition which renders the individual unacceptable for detention under this Agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the service provider shall notify ICE COR. Upon such notification, the service provider shall allow ICE reasonable time to make the proper arrangements for further detention of that individual.
- L. The service provider shall release all medical information in person, electronically or virtually for ICE aliens to IHSC representatives upon request, including but not limited to: IHSC FMC, IHSC Managed Care Coordinators, Behavioral Health Unit Staff, IHSC Pharmacy Staff, or other IHSC staff as requested.
- M. The service provider shall submit a MedPAR to IHSC for payment for offsite medical care (e.g., offsite lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The service provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide.
- N. The service provider shall allow IHSC FMCs, Managed Care Coordinators, Referral Coordinators, IHSC personnel, DHS, ICE personnel reasonable access to its facility, medical records and electronic health record (EHR) system records of ICE alien for the purpose of liaison activities with the local IGSA Health Authority and associated service provider departments. The access is in accordance with Health Insurance Portability and Accountability Act (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;
  - f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
  - g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

- O. The service provider shall provide ICE alien medical records to ICE, whether created by the service provider or any medical subcontractor, upon request from the COR or CO within seven business days of the request. The service provider shall respond in a timely manner to ICE requests for reporting, documentation and other data required to respond to pending and current litigation, Congressional inquiries, other Federal, state or local entity request for information.

## **Article 7. Inspections and Audits**

- A. Facility Inspections and Oversight: The service provider shall allow DHS, ICE, DHS Office of the Inspector General, DHS Office of Civil Rights and Civil Liberties, DHS Office of the Detention Ombudsman (OIDO), the Government Accountability Office, Members of Congress or any entity or organization approved by ICE to conduct inspections of the facility to ensure an acceptable level of service and acceptable conditions of detention. There will be both announced and unannounced inspections. No notice to the service provider is required prior to an unannounced inspection. For ICE-directed inspections or audit, ICE will share findings of the inspection with the authorized signatory.
- B. In accordance with Congressional mandate, ICE cannot house aliens in any facility that has received two most recent overall performance evaluations of less than “adequate” or the equivalent median score. Upon notice that the second overall rating is less than “adequate”, ICE will relocate all aliens from the facility within 7 calendar days. Should aliens be relocated because of two most recent performance evaluations of less than “adequate”, the FOC will no longer be applicable the day after the last alien has been removed. Accordingly, the invoice for the FOC that month will be prorated. A unilateral modification will be processed to memorialize the removal of the FOC.
- C. Possible Termination: Following a DHS or ICE inspection, if the service provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through a DHS or 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 state, local, or accreditation sources.

## **Article 8. Employment Screening Requirements**

General. The service provider shall certify to the CO and Contracting COR that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS to) establish work authorization.

The E-Verify system 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.

Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or Agreements issued in support of this Agreement.

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

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

Health Requirements for All Officers. The service provider is solely responsible for ensuring Employees are able to perform essential functions described within this contract, with reasonable accommodation, if applicable. All Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The service provider shall have a collaborative Agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record - Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

The Medical Record. Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COR, the service provider shall make medical records of contract employees available for review. The service provider will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the service provider shall certify in writing to the COR that each Detention Officer is in full compliance with the following:

Officers shall not have diseases that may be transmitted to and result in the disablement of other persons and shall be physically and mentally able to perform the essential functions of their position, either with or without reasonable accommodation, and without creating a significant risk of substantial harm to the health or safety of that Officer or others, which risk cannot be eliminated or reduced by a reasonable accommodation.

## **Article 9. Records Management Obligations**

A. Applicability: This Article applies to all service providers whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

### **B. Definitions**

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the US Government or because of the informational value of data in them.

The term Federal record:

1. includes DHS or ICE records.
2. does not include personal materials.
3. applies to records created, received, or maintained by a service provider pursuant to their ICE Agreement.
4. may include deliverables and documentation associated with deliverables.

### **C. Requirements**

1. The service provider shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, service provider shall maintain all records created for Government use or created in the course of performing the Agreement and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. ICE and its service providers are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of ICE or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity (HCA). Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the service provider must report to ICE. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The service provider shall immediately notify the appropriate CO upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the IGSA. The service provider shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The service provider shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the HCA. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to ICE control, or the service provider must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the IGSA. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The service provider is required to obtain the CO's approval prior to engaging in any contractual relationship (sub-contractor) in support of this Agreement requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The service provider (and any sub-contractor) is required to abide by Government and ICE guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The service provider shall only use Government IT equipment for purposes specifically tied to or authorized by the Agreement and in accordance with ICE policy.

8. The service provider shall not create or maintain any records containing any non-public ICE information that are not specifically tied to or authorized by the Agreement.
9. The service provider shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the FOIA.
10. Training. All service provider employees assigned to this Agreement who create, work with, or otherwise handle records are required to take ICE-provided records management training. The service provider is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The service provider shall incorporate the substance of this Article, its terms and requirements including this paragraph, in all subcontracts under this IGSA, and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this Article will be attributed to the service provider.

- E. ICE Access to Alien 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 ICE alien. 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 alien while in the service provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article 6. Retention of records requirements can be found in Attachment 8.

**Article 10. Incident Reporting**

- A. The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside-working-hours 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 aliens in restraints more than eight hours); assaults on staff/population resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-

declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; aliens admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

- C. The service provider agrees to cooperate with any Federal investigation concerning incidents and treatment involving ICE aliens to the full extent of its authorities, including providing access to any relevant databases, CCTV recordings, personnel, and documents.
- D. The ICE alien and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider shall be given a pre-specified number of hours after verbal notification from the COR to address the issue. The service provider shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider shall document its findings and notify the COR.

#### **Article 11. ICE Communication Services (ICS)**

- A. Video phones, portable electronics or other enhanced telecommunications features provided by the ICE ICS contractor to ICE aliens, based upon concurrence between ICE and the service provider, may be utilized at this facility, and their distribution will be coordinated with the service provider. These features may not in any way compromise the safety and security of the inmates/prisoners/aliens, staff or the facility. Any new or enhanced telecommunications features will be integrated within the ICS service and shall NOT be a separate system or software from the ICS service. Such capabilities may include: video visitation; web access for law library; email; kites; commissary ordering; educational tools; news; sports; and video games. Pricing for alien use of these technologies will be set by the ICS provider.
- B. Should ICE determine that ICE will fund phone or tablet costs for ICE aliens, the service provider will work with ICE to determine how to best provide, account, track and invoice for these services.
- C. It is ICE's preference that all facilities housing ICE aliens use the ICE ICS however, the service provider may have an existing contract with a telecommunications company to provide telephone and/or tablet service. Notwithstanding any existing contract, the service provider shall require their telecommunications company to provide connectivity to the ICE ICS contractor for ICE alien pro bono telephone calls. The service provider (and the telecommunications company) shall make all arrangements with the ICS contractor independently from this Agreement.

If the service provider has an existing contract with a telecommunications company, ICE requires that ICE aliens have direct access to the ICS contractor for collect and prepaid

calls. The ICS contractor shall receive all revenues collected by sale of prepaid debit services to ICE aliens. The ICS contractor shall be responsible for the costs incurred to provide the pro bono services, and the maintenance and operation of the system, including a standard compensation to the telecommunications company. The service provider shall not be entitled to any commissions, fees, or revenues generated by the use of the ICS.

It will be the service provider's responsibility to ensure all detained alien telephone and communication rates are in compliance with Federal Communication Commission laws, statutes, regulations, rulings and any subsequent orders.

- D. The service provider shall inspect telephones for serviceability, in accordance with ICE standards, policies and procedures. The service provider shall notify the COR or ICE designee of any inoperable telephones.

ICE ICS Contractor Information:

Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

Robin Howell  
Customer Relations Manager  
(214) 293-1793  
[robin@talton.com](mailto:robin@talton.com)

Mike Oslund  
Operations Manager  
334-412-4506  
[mike@talton.com](mailto:mike@talton.com)

**Article 12. Government Use of Wireless Communication Devices**

- A. All personnel possessing a Federally owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, shall be authorized to possess and use those items in all areas of the facility.

**Article 13. ICE Furnished Property**

- A. ICE Property Furnished to the Service Provider: ICE may furnish Federal 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 or as requested. The suspension of use of bed space is 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 the COR. The service provider shall report any loss or destruction of any ICE property immediately to ICE and may be responsible for replacement costs.

## Article 14. Termination

- A. The period of performance for this Agreement is referenced on page 1 of the Agreement Summary. This Agreement becomes effective upon the date of final signature by the ICE CO, which shall occur after the authorized signatory of the service provider.
- B. Except for as described in Article 7, Inspections & Audits, Paragraph C, either party may terminate this Agreement by providing written notice of intention to terminate the Agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period under the procedures prescribed in Article 16, Modifications and Disputes. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

## ADMINISTRATION

### Article 15. Administrative

- C. Contracting Officer's Representative: The COR will be designated by the CO. When 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.

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 CO. The service provider shall continue performance of efforts that are deemed within the scope.

- D. Commencement of Services: ICE is under no obligation to utilize the beds 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 the applicable ICE standards delineated in this Agreement. ICE may perform numerous assessments to ensure compliance prior to housing aliens in the facility.

Should there be a need for a ramp-up plan, the effective start date of the plan is the effective date of the award or modification authorizing the ramp up plan.

- E. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will neither present aliens to the service provider nor direct performance of any other services until ICE has appropriate funding. Task 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 CO issues a task order in writing. Task orders issued against this IGSA have a period of performance that extend up to one year after the end of the IGSA period of

performance. The effective date of the services will be negotiated and specified in this Agreement. The service provider shall be prepared to accept aliens immediately upon issuance of task order in accordance with the agreed upon ramp-up plan. In the event of a Federal lapse of funding, please consult with the CO .

- F. Subcontractors: The service provider shall obtain the CO's approval before subcontracting the detention and care of aliens to another entity. The CO has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the CO, the service provider shall ensure that any subcontract includes all provisions of this Agreement. ICE only has privity of contract with the service provider therefore, all payments will be made to the service provider. If the facility, or any future facility, is operated by an entity other than the service provider, ICE will treat the entity as a subcontractor of the service provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this Agreement are subject to all terms and conditions of this IGSA.
- G. Consistent with Law: 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 16. Adjusting the Agreement Rates**

- A. ICE will reimburse the service provider at the rates shown in Article 1, Paragraph C. except as provided in Article 20, Labor Standards and Wage Determination, the service provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement or subsequent rate increase unless required by law. After 36 months, the service provider may request a rate adjustment by submitting a new Detention Services Cost Statement (DSCS) 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 law, regulations, and standards in arriving at the rate. If ICE does not receive an official request for a rate adjustment that is supported by the information provided, the fixed rates as stated in this Agreement will be in place indefinitely.
- B. ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment request is based. All rate adjustments are prospective, there are no retroactive adjustment(s).

#### **Article 17. 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 CO has approved the modification in writing.

**B. Change Orders:**

1. The CO 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 and,
2. Should any such change cause an increase or decrease in the cost of the services under the Agreement, the service provider may request and the CO may approve an equitable adjustment and will modify the Agreement accordingly.
3. The service provider must assert its right to an adjustment under this article within 30 calendar days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
4. If the service provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the CO, the CO 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 this Article. However, nothing in this Article excuses the service provider from proceeding with the Agreement as changed.

C. Disputes: The CO 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 CO 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 CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE 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 18. 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). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment> 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. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this Agreement. The service provider shall be registered to receive “All Awards” in their SAM registration. The SAM website can be found at [www.sam.gov](http://www.sam.gov).
- C. Consolidated Invoicing: The service provider shall submit a monthly itemized invoice within the first ten (10) business days of the month following the calendar month when it provided the services. Invoice instructions can be found on the SF 1449.
- D. On-call Guard Hours: The itemized monthly invoice for on-call guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the mission/trip number. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the service provider for actual on-call guard services provided during the invoiced period.
- E. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the US, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the Burlington Finance Office receives a proper 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 the SAM and all information is accurate.
- F. Robotics Process Automation Requirement: The Detention Facility Robotics Process Automation (RPA) process requires that data supporting detention bed space, ground transportation costs and any other additional costs covered by the current Agreement will be recorded utilizing the Detention-Transportation Invoice Supporting Documentation Template (Attachment 6). This data template shall be completed in its entirety in the established format once all data supporting the monthly operations is available. Once completed, the Detention-Transportation Template must be submitted to both the COR and the ERO RPA Team Mailbox ([erorpa@ice.dhs.gov](mailto:erorpa@ice.dhs.gov)). Please also note that the requirement for submission of the Detention-Transportation Template is prior to and in addition to the invoice submission requirement already included in this Agreement. Any required updates/adjustments will be identified and sent to the service provider within 48 hours of submission to the mailbox. The Detention-Transportation Template updates may be requested by the COR and will require timely resubmission to the COR and the ERO RPA Team Mailbox. For ground transportation services, the G-391 portion of the Detention-Transportation Template must be completed and validated by the service provider on a monthly basis so that there are no errors for each of the trips in the G-391

upload template. Errors are indicated by rows, columns, and cells that are highlighted when the vendor checks the validation using the tool. If the COR identifies errors that have not been corrected, they will resend the report within 48 hours to the vendor to fix and resubmit within 5 business days. All reports must align with invoice amounts and dollar values.

The Government reserves the right to update the detention facility invoice process, templates or other related documents, in order to fix issues, expand capabilities, and improve performance of the reconciliation process.

## **Article 19. 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 to the extent authorized under the applicable law.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which service provider is notified.
- 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 and/or local law. 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 an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this Agreement and/or immigration/citizenship status, or a alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), 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 DOJ be responsible for the defense of any suit on these grounds. Nothing in this Agreement limits the discretion of DOJ on any litigation matters.
- 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 from the CO, 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.

- E. Service Provider Insurance: The service provider and any subcontractor(s) shall maintain insurance and/or be self-insured in an amount not less than \$1,000,000 to protect the service provider from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the service provider itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The service provider and its subcontractor(s) shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy and/or self-insurance providing for bodily injury and property damage liability covering automobiles operated in the US shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

## **Article 20. 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 in accordance with the NARA records schedule for purposes of federal examinations and audit. The 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 retention 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 NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 8.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, 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 21. 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 1. These standards and provisions are included in every contract and IGSA entered by the United States or the District of Columbia, in excess of \$2,500, 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 prevailing 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 applicable under this Agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the IGSA Agreement with the most recent applicable wage determination.
- C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO.

## **Article 22. Notification and Public Disclosures**

- A. Information obtained or developed because of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as the FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. 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 FOIA 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 business days of the filing. The service provider shall cooperate with government legal staff and/or the United States Attorney regarding any requests pertaining to Federal or service provider litigation.
- C. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The

service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. 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. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

- 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 reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.
- E. Facility Access: The Facility's perimeter will ensure that public access is denied without proper authorization. Visitation and/or tours of the facility shall be conducted as directed by ICE.
- F. For the safety and privacy of the ICE aliens, no videotaping is permitted by visitors or others (including the service provider) without prior approval from ICE, except for CCTV cameras operated by the service provider or the Government for security purposes. No video or audio recording devices will be allowed within the secure perimeter, except in accordance with court order or Federal law. Uses of force are excluded from this provision in accordance with the applicable ICE standards.

### **Article 23. Privacy**

- A. The service provider shall comply with the Privacy Act of 1974 ("the 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 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 24. Attestation of Pricing Data**

### **A. Requirements for Attested Pricing Data and Data Other Than Attested Pricing Data**

#### **(a) *Exceptions from attested pricing data.***

(1) In lieu of submitting attested pricing data, service providers may submit a written request for exception by submitting the information described in the following subparagraphs. The CO 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 service provider 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.

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

(2) The service provider grants the CO 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 service provider's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for attested pricing data.* If the service provider is not granted an exception from the requirement to submit attested pricing data, the following applies:

(1) The service provider shall prepare and submit attested pricing data, and data other than attested pricing data, and supporting attachments.

(2) As soon as practicable after Agreement on price, but before IGSA award, the service provider shall submit an Attestation of Current Pricing Data, the format of which is at the end of this article.

#### B. Requirements for Attested Pricing Data and Data Other Than Attested Pricing Data – Modifications

(a) *Exceptions from attested pricing data.*

(1) In lieu of submitting attested pricing data for modifications under this IGSA, for price adjustments expected to exceed \$750,000 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 CO 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 CO 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 Article, 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 attested pricing data.* If the service provider is not granted an exception from the requirement to submit attested pricing data, the following applies:

(1) The service provider shall submit attested pricing data, data other than attested pricing data, and supporting attachments.

(2) As soon as practicable after Agreement on price, but before award, the service provider shall submit an Attestation of Current Pricing Data. The form is included at the end of this Article.

#### C. Subcontractor Attested Pricing Data

(a) Before awarding any subcontract expected to exceed \$750,000 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 \$750,000, the service provider shall require the subcontractor to submit attested 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 attest 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 Article 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 \$750,000, when entered into, the service provider shall insert either -

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

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

#### D. Subcontractor Attested 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 \$700,000; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$750,000, 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 \$750,000, the service provider shall require the subcontractor to submit attested pricing data (actually or by specific identification in writing), to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless (1) prices of the modification are based upon adequate price competition, or (2) if a waiver has been granted.

(c) The service provider shall require the subcontractor to certify in substantially the form at the end of this article that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this Article 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 \$750,000 on the date of Agreement on price or the date of award, whichever is later.

#### E. Price Reduction for Defective Attested 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 attested pricing data that were not complete, accurate, and current as attested in its Attestation of Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the service provider attested pricing data that were not complete, accurate, and current as attested in the service provider's Attested of Current 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 Article 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 attested pricing data.

(c)

(1) If the CO determines under paragraph (a) of this Article 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 attested pricing data had been submitted.

(ii) The CO should have known that the attested 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 CO.

(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 Attestation of Current Pricing Data.

(2)

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

(A) The service provider certifies to the CO 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 attested pricing data were available before the “as of” date specified on its Attestation of Current 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 Attestation of Current 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 Attestation of Current Pricing Data.

(d) If any reduction in the IGSA price under this Article 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 attested pricing data that were incomplete, inaccurate, or noncurrent.

#### F. Price Reduction for Defective Attested Pricing Data - Modifications

(a) Section F shall become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed \$720,000, except that this section 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 Article, or any cost reimbursable under this IGSA, was increased by any significant amount because

(1) the service provider or a subcontractor furnished attested pricing data that not complete, accurate, and current as attested in its Attestation of Current Pricing Data,

(2) a subcontractor or prospective subcontractor furnished the service provider attested data that were not complete, accurate, and current as attested in the service provider's Attestation of Current 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 Article becomes operative under paragraph (a) of this Article.

(c) Any reduction in the IGSA price under paragraph (b) of this Article 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 attested pricing data.

(d)

(1) If the CO determines under paragraph (b) of this Article 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 attested pricing data had been submitted.

(ii) The CO should have known that the attested 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 CO.

(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 Attestation of Current Pricing Data.

(2)

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

(A) The service provider certifies to the CO 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 attested pricing data were available before the "as of" date specified on its Attestation of Current 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 Attestation of Current 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 Attestation of Current Pricing Data.

(e) If any reduction in the IGSA price under this Article 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 the following:

(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 attested pricing data that were incomplete, inaccurate, or noncurrent.

Prior to the award of any modification exceeding \$750,000.00, the service provider shall submit a signed copy of the following statement to the CO:

\*Note: The initial attestation is found in the RFP letter to the vendor.



**Attestation of Current Pricing Data for Modifications (if applicable)**

This is to attest that, to the best of my knowledge and belief, the pricing data submitted, either actually or by specific identification in writing, to the CO or to the CO's representative in support of \_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\*\*. This attestation includes the pricing data supporting requests for equitable adjustments between the service provider 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.

**QUALITY CONTROL**

**Article 25. 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 shall provide a Quality Control Plan (QCP) that meets the requirements specified in the Performance Requirements Summary (PRS), (included in Attachment 3) 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 shall make appropriate modifications and obtain concurrence of the revised plan by the CO before the IGSA start date.
  
- B. The service provider shall provide a QCP that addresses critical operational performance standards for the services required under this IGSA. 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 the facility's operations 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 IGSA 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 26. Quality Assurance Surveillance Plan (QASP)**

- A. The Government's QASP 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 QASP procedures recognize that unforeseen problems do occur. Good management and use of an adequate QCP will allow the facility to operate within acceptable quality levels. See Attachment 3 for the Government's QASP.
- B. All services rendered under this Agreement are 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 CO may take formal action against the service provider for unsatisfactory performance.
- E. 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. The QASP 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 documenting their inspection and evaluation of the service provider's work performance.
  - b. The 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 or withholdings 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 based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

**San Luis Facility Development Corporation**

**3. B.**

**Meeting Date:** 05/14/2025

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Kay Macuil, City Attorney, Attorney's Office

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**ITEM:**

Discussion and possible action on any and all matters regarding ratification of a contract modification for rate increases for detention services for the United States Marshals Service. **(Kay Marion Macuil, General Council)**

**SUMMARY:**

Every August, the United States Marshals Service ("Marshals") sends the annual Department of Labor's Wage Determination. Based on that determination and other cost adjustments to the operation of the San Luis Regional Detention and Support Center, the United States Marshals Service ("Marshals") adjusts the rate for detention services. We received the Wage Determination on August 19, 2024. Along with LaSalle, we negotiated until March 10, 2025, when the Board President signed the contract modification. The new rate was retroactive to March 1, 2025.

The per-person-per-day rate went from \$104.84 to \$140.00, which is in line with the ICE increase. The hourly rate for transportation services (which does not go to pay down the bonds) went from \$35.17 to \$38.50 per hour.

In past years we have not gone to the board since they are usually tightly tied to the Wage Determination. This year, however, due to the extensive time in negotiation, we thought it prudent to ask that the Board ratify the modification.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO RATIFY THE MARSHALS MODIFICATION NO. 28 OF THE INTERGOVERNMENTAL AGREEMENT FOR DETENTION SERVICES WITH THE SAN LUIS FACILITY DEVELOPMENT CORPORATION.**

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**Attachments**

2024 Wage Determination  
Marshals Modification 28

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"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5475 Revision No.: 23 Date Of Last Revision: 07/22/2024
Daniel W. Simms Director	Division of Wage Determinations

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Arizona

Area: Arizona County of Yuma

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.05***
01012 - Accounting Clerk II		18.02
01013 - Accounting Clerk III		20.15
01020 - Administrative Assistant		28.25
01035 - Court Reporter		20.34
01041 - Customer Service Representative I		14.21***
01042 - Customer Service Representative II		15.51***
01043 - Customer Service Representative III		17.40
01051 - Data Entry Operator I		15.03***
01052 - Data Entry Operator II		16.40***
01060 - Dispatcher, Motor Vehicle		20.79
01070 - Document Preparation Clerk		16.20***
01090 - Duplicating Machine Operator		16.20***
01111 - General Clerk I		14.67***
01112 - General Clerk II		16.00***
01113 - General Clerk III		17.96

01120 - Housing Referral Assistant	22.68
01141 - Messenger Courier	13.19***
01191 - Order Clerk I	15.46***
01192 - Order Clerk II	17.93
01261 - Personnel Assistant (Employment) I	17.09***
01262 - Personnel Assistant (Employment) II	19.12
01263 - Personnel Assistant (Employment) III	21.32
01270 - Production Control Clerk	22.52
01290 - Rental Clerk	17.41
01300 - Scheduler, Maintenance	18.18
01311 - Secretary I	18.18
01312 - Secretary II	20.34
01313 - Secretary III	22.68
01320 - Service Order Dispatcher	18.59
01410 - Supply Technician	28.25
01420 - Survey Worker	20.34
01460 - Switchboard Operator/Receptionist	15.92***
01531 - Travel Clerk I	15.86***
01532 - Travel Clerk II	16.76***
01533 - Travel Clerk III	17.61
01611 - Word Processor I	16.20***
01612 - Word Processor II	18.18
01613 - Word Processor III	20.34
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.04
05010 - Automotive Electrician	19.99
05040 - Automotive Glass Installer	19.24
05070 - Automotive Worker	19.24
05110 - Mobile Equipment Servicer	17.70
05130 - Motor Equipment Metal Mechanic	20.69
05160 - Motor Equipment Metal Worker	19.24
05190 - Motor Vehicle Mechanic	20.32
05220 - Motor Vehicle Mechanic Helper	16.60***
05250 - Motor Vehicle Upholstery Worker	18.53
05280 - Motor Vehicle Wrecker	19.24
05310 - Painter, Automotive	19.99
05340 - Radiator Repair Specialist	19.24
05370 - Tire Repairer	16.43***
05400 - Transmission Repair Specialist	20.69
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.79***
07041 - Cook I	15.83***
07042 - Cook II	18.21
07070 - Dishwasher	14.10***
07130 - Food Service Worker	14.91***
07210 - Meat Cutter	16.44***
07260 - Waiter/Waitress	16.90***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.89
09040 - Furniture Handler	14.49***
09080 - Furniture Refinisher	20.89
09090 - Furniture Refinisher Helper	17.14***
09110 - Furniture Repairer, Minor	19.37
09130 - Upholsterer	20.89
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.57***
11060 - Elevator Operator	14.60***
11090 - Gardener	19.23
11122 - Housekeeping Aide	14.60***
11150 - Janitor	14.60***
11210 - Laborer, Grounds Maintenance	15.91***
11240 - Maid or Houseman	14.84***
11260 - Pruner	15.18***
11270 - Tractor Operator	17.91
11330 - Trail Maintenance Worker	15.91***

11360 - Window Cleaner	15.30***
12000 - Health Occupations	
12010 - Ambulance Driver	26.90
12011 - Breath Alcohol Technician	27.89
12012 - Certified Occupational Therapist Assistant	38.27
12015 - Certified Physical Therapist Assistant	34.17
12020 - Dental Assistant	18.81
12025 - Dental Hygienist	42.70
12030 - EKG Technician	42.27
12035 - Electroneurodiagnostic Technologist	42.27
12040 - Emergency Medical Technician	26.90
12071 - Licensed Practical Nurse I	24.93
12072 - Licensed Practical Nurse II	27.89
12073 - Licensed Practical Nurse III	31.10
12100 - Medical Assistant	18.15
12130 - Medical Laboratory Technician	25.43
12160 - Medical Record Clerk	21.29
12190 - Medical Record Technician	23.80
12195 - Medical Transcriptionist	24.93
12210 - Nuclear Medicine Technologist	61.29
12221 - Nursing Assistant I	12.75***
12222 - Nursing Assistant II	14.33***
12223 - Nursing Assistant III	15.64***
12224 - Nursing Assistant IV	17.57
12235 - Optical Dispenser	22.50
12236 - Optical Technician	24.93
12250 - Pharmacy Technician	21.43
12280 - Phlebotomist	24.93
12305 - Radiologic Technologist	37.73
12311 - Registered Nurse I	26.74
12312 - Registered Nurse II	32.70
12313 - Registered Nurse II, Specialist	32.70
12314 - Registered Nurse III	39.56
12315 - Registered Nurse III, Anesthetist	39.56
12316 - Registered Nurse IV	47.42
12317 - Scheduler (Drug and Alcohol Testing)	34.55
12320 - Substance Abuse Treatment Counselor	24.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.75
13012 - Exhibits Specialist II	21.83
13013 - Exhibits Specialist III	26.71
13041 - Illustrator I	17.75
13042 - Illustrator II	21.83
13043 - Illustrator III	26.71
13047 - Librarian	24.18
13050 - Library Aide/Clerk	16.67***
13054 - Library Information Technology Systems Administrator	21.83
13058 - Library Technician	17.62
13061 - Media Specialist I	15.75***
13062 - Media Specialist II	17.62
13063 - Media Specialist III	19.65
13071 - Photographer I	15.75***
13072 - Photographer II	18.91
13073 - Photographer III	22.03
13074 - Photographer IV	26.71
13075 - Photographer V	32.31
13090 - Technical Order Library Clerk	20.93
13110 - Video Teleconference Technician	19.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.76
14042 - Computer Operator II	21.01
14043 - Computer Operator III	25.06
14044 - Computer Operator IV	26.84
14045 - Computer Operator V	29.73

14071 - Computer Programmer I	(see 1)	20.98
14072 - Computer Programmer II	(see 1)	25.99
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.76
14160 - Personal Computer Support Technician		27.86
14170 - System Support Specialist		30.85
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.31
15020 - Aircrew Training Devices Instructor (Rated)		41.51
15030 - Air Crew Training Devices Instructor (Pilot)		49.75
15050 - Computer Based Training Specialist / Instructor		34.31
15060 - Educational Technologist		26.89
15070 - Flight Instructor (Pilot)		49.75
15080 - Graphic Artist		27.13
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.75
15086 - Maintenance Test Pilot, Rotary Wing		49.75
15088 - Non-Maintenance Test/Co-Pilot		49.75
15090 - Technical Instructor		23.71
15095 - Technical Instructor/Course Developer		29.00
15110 - Test Proctor		19.13
15120 - Tutor		19.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.99
16030 - Counter Attendant		17.99
16040 - Dry Cleaner		20.55
16070 - Finisher, Flatwork, Machine		17.99
16090 - Presser, Hand		17.99
16110 - Presser, Machine, Drycleaning		17.99
16130 - Presser, Machine, Shirts		17.99
16160 - Presser, Machine, Wearing Apparel, Laundry		17.99
16190 - Sewing Machine Operator		21.41
16220 - Tailor		22.26
16250 - Washer, Machine		18.85
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.80
19040 - Tool And Die Maker		28.33
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.61***
21030 - Material Coordinator		22.52
21040 - Material Expediter		22.52
21050 - Material Handling Laborer		15.40***
21071 - Order Filler		16.50***
21080 - Production Line Worker (Food Processing)		16.61***
21110 - Shipping Packer		19.20
21130 - Shipping/Receiving Clerk		19.20
21140 - Store Worker I		17.83
21150 - Stock Clerk		20.55
21210 - Tools And Parts Attendant		16.61***
21410 - Warehouse Specialist		16.61***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.57
23019 - Aircraft Logs and Records Technician		25.57
23021 - Aircraft Mechanic I		31.11
23022 - Aircraft Mechanic II		32.57
23023 - Aircraft Mechanic III		33.74
23040 - Aircraft Mechanic Helper		22.18
23050 - Aircraft, Painter		29.22
23060 - Aircraft Servicer		25.57
23070 - Aircraft Survival Flight Equipment Technician		29.22
23080 - Aircraft Worker		27.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		27.38

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	31.11
II	
23110 - Appliance Mechanic	23.80
23120 - Bicycle Repairer	19.40
23125 - Cable Splicer	30.22
23130 - Carpenter, Maintenance	21.28
23140 - Carpet Layer	22.31
23160 - Electrician, Maintenance	24.16
23181 - Electronics Technician Maintenance I	29.19
23182 - Electronics Technician Maintenance II	32.67
23183 - Electronics Technician Maintenance III	34.78
23260 - Fabric Worker	20.83
23290 - Fire Alarm System Mechanic	25.34
23310 - Fire Extinguisher Repairer	19.40
23311 - Fuel Distribution System Mechanic	25.34
23312 - Fuel Distribution System Operator	19.40
23370 - General Maintenance Worker	18.22
23380 - Ground Support Equipment Mechanic	31.11
23381 - Ground Support Equipment Servicer	25.57
23382 - Ground Support Equipment Worker	27.38
23391 - Gunsmith I	19.40
23392 - Gunsmith II	22.31
23393 - Gunsmith III	25.34
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.94
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.07
23430 - Heavy Equipment Mechanic	28.73
23440 - Heavy Equipment Operator	23.03
23460 - Instrument Mechanic	25.34
23465 - Laboratory/Shelter Mechanic	23.80
23470 - Laborer	15.40***
23510 - Locksmith	23.80
23530 - Machinery Maintenance Mechanic	27.13
23550 - Machinist, Maintenance	24.13
23580 - Maintenance Trades Helper	17.05***
23591 - Metrology Technician I	25.34
23592 - Metrology Technician II	26.53
23593 - Metrology Technician III	27.48
23640 - Millwright	25.34
23710 - Office Appliance Repairer	23.80
23760 - Painter, Maintenance	21.17
23790 - Pipefitter, Maintenance	23.91
23810 - Plumber, Maintenance	22.45
23820 - Pneudraulic Systems Mechanic	25.34
23850 - Rigger	25.34
23870 - Scale Mechanic	22.31
23890 - Sheet-Metal Worker, Maintenance	24.77
23910 - Small Engine Mechanic	22.31
23931 - Telecommunications Mechanic I	29.39
23932 - Telecommunications Mechanic II	32.80
23950 - Telephone Lineman	22.54
23960 - Welder, Combination, Maintenance	22.62
23965 - Well Driller	25.34
23970 - Woodcraft Worker	25.34
23980 - Woodworker	19.40
24000 - Personal Needs Occupations	
24550 - Case Manager	17.35
24570 - Child Care Attendant	12.70***
24580 - Child Care Center Clerk	15.84***
24610 - Chore Aide	14.34***
24620 - Family Readiness And Support Services Coordinator	17.35
24630 - Homemaker	17.60

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.75
25040 - Sewage Plant Operator	24.19
25070 - Stationary Engineer	26.02
25190 - Ventilation Equipment Tender	18.85
25210 - Water Treatment Plant Operator	24.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.95
27007 - Baggage Inspector	15.39***
27008 - Corrections Officer	24.02
27010 - Court Security Officer	24.02
27030 - Detection Dog Handler	18.32
27040 - Detention Officer	24.02
27070 - Firefighter	23.93
27101 - Guard I	15.39***
27102 - Guard II	18.32
27131 - Police Officer I	26.80
27132 - Police Officer II	29.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.50***
28042 - Carnival Equipment Repairer	17.72
28043 - Carnival Worker	13.99***
28210 - Gate Attendant/Gate Tender	16.96***
28310 - Lifeguard	14.73***
28350 - Park Attendant (Aide)	18.97
28510 - Recreation Aide/Health Facility Attendant	13.85***
28515 - Recreation Specialist	23.50
28630 - Sports Official	15.11***
28690 - Swimming Pool Operator	20.37
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.31
29020 - Hatch Tender	22.31
29030 - Line Handler	22.31
29041 - Stevedore I	20.83
29042 - Stevedore II	23.80
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	19.39
30022 - Archeological Technician II	21.68
30023 - Archeological Technician III	26.87
30030 - Cartographic Technician	26.87
30040 - Civil Engineering Technician	27.51
30051 - Cryogenic Technician I	29.75
30052 - Cryogenic Technician II	32.86
30061 - Drafter/CAD Operator I	19.39
30062 - Drafter/CAD Operator II	21.68
30063 - Drafter/CAD Operator III	24.17
30064 - Drafter/CAD Operator IV	29.75
30081 - Engineering Technician I	16.79***
30082 - Engineering Technician II	19.39
30083 - Engineering Technician III	21.68
30084 - Engineering Technician IV	26.87
30085 - Engineering Technician V	32.86
30086 - Engineering Technician VI	39.75
30090 - Environmental Technician	26.87
30095 - Evidence Control Specialist	26.87
30210 - Laboratory Technician	24.17
30221 - Latent Fingerprint Technician I	29.75
30222 - Latent Fingerprint Technician II	32.86
30240 - Mathematical Technician	26.87
30361 - Paralegal/Legal Assistant I	21.80
30362 - Paralegal/Legal Assistant II	27.03
30363 - Paralegal/Legal Assistant III	33.04

30364 - Paralegal/Legal Assistant IV	39.99
30375 - Petroleum Supply Specialist	32.86
30390 - Photo-Optics Technician	26.87
30395 - Radiation Control Technician	32.86
30461 - Technical Writer I	26.87
30462 - Technical Writer II	32.86
30463 - Technical Writer III	39.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	29.75
30502 - Weather Forecaster II	36.19
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.17
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	16.67***
31030 - Bus Driver	21.88
31043 - Driver Courier	18.99
31260 - Parking and Lot Attendant	14.38***
31290 - Shuttle Bus Driver	19.51
31310 - Taxi Driver	13.85***
31361 - Truckdriver, Light	20.38
31362 - Truckdriver, Medium	21.88
31363 - Truckdriver, Heavy	22.19
31364 - Truckdriver, Tractor-Trailer	22.19
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	14.28***
99050 - Desk Clerk	14.59***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	22.13
99252 - Laboratory Animal Caretaker II	23.76
99260 - Marketing Analyst	26.94
99310 - Mortician	28.73
99410 - Pest Controller	16.54***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	19.66
99711 - Recycling Specialist	22.95
99730 - Refuse Collector	18.76
99810 - Sales Clerk	15.25***
99820 - School Crossing Guard	16.41***
99830 - Survey Party Chief	33.23
99831 - Surveying Aide	20.68
99832 - Surveying Technician	28.37
99840 - Vending Machine Attendant	22.13
99841 - Vending Machine Repairer	27.32
99842 - Vending Machine Repairer Helper	22.13

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month\*

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

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

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

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

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

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

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:


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

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

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

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

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

<b>1. Agreement No.</b> ODT-1-7-0002	<b>2. Effective Date</b> March 1,2025	<b>3. Facility Code(s)</b> 6Q2	<b>4. Modification No.</b> Twenty-eight (28)	<b>5. DUNS No.</b> 963542084
<b>6. Issuing Federal Agency</b>  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		<b>7. Local Government</b>  San Luis Regional Detention Facility 406 N. Avenue D Yuma, AZ 85349		
<b>8. Appropriation Data</b> 15X1020	<b>9. Per-Diem Rate</b> \$140.00	<b>10. Guard/Transportation Hourly Rate</b> \$38.50		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>A. The purpose of this modification is to increase the operational per diem rate.</p> <p>B. To execute the above, the following changes are made:</p> <p style="padding-left: 40px;">1. Increase the per diem rate from <b>\$104.84 to \$140.00</b></p> <p>C. The hourly rate for court, medical appointments, hospital, JPATS transportation services increased from <b>\$35.17 to \$38.50</b>.</p> <p>D. The per-diem rate and the guard/transportation hourly rate shall be fixed for a period from the effective date of this agreement forward for thirty-six (36) consecutive months except for any pricing adjustments resulting from DOL wage determinations or collective bargaining agreements. An economic rate adjustment to either rate can be requested by the Local Government after thirty-six (36) months of continuous performance. Request for economic rate adjustments before the ending of the thirty-six (36) month period preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrant a review of an out-of-cycle economic rate adjustment. Granting an out-of-cycle economic rate adjustment is not guaranteed.</p> <p style="text-align: center;"><b>ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</b></p>				
<b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
<b>13. APPROVALS</b>				
<p>A. LOCAL GOVERNMENT</p> <p> _____ Signature</p> <p><u>President</u>                      <u>3/10/2025</u> TITLE                                      DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>_____ Signature</p> <p><u>Chief, Procurement</u>                      _____ TITLE                                      DATE</p>		

**San Luis Facility Development Corporation**

**4. A.**

**Meeting Date:** 05/14/2025

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Janet Taylor, Legal Secretary, Attorney's Office

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**ITEM:**

Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A) (3) and (7) on any and all matters for discussion or consultation for legal advice with the Corporation's Attorney in order to consider the Corporation's position and instruct its attorney regarding the sale of real and personal property. **(Kay Marion Macuil, General Counsel)**

**SUMMARY:**

The Board can be properly advised by holding an executive session for the purposes described in the agenda item.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO HOLD AN EXECUTIVE SESSION AS DESCRIBED IN THIS AGENDA ITEM.**

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**San Luis Facility Development Corporation**

**6. A.**

**Meeting Date:** 05/14/2025

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Kay Macuil, City Attorney, Attorney's Office

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**ITEM:**

Discussion and possible action on any and all matters to consider recommending that the City Council call an election to request voter authority to sell real and personal property of the San Luis Regional Detention and Support Center. **(Kay Marion Macuil, General Counsel)**

**SUMMARY:**

The San Luis Facility Development Corporation owns real and personal property of the San Luis Regional Detention and Support Center. In order that the Board have flexibility in what it can do with these assets, the Corporation must get voter approval under A.R.S. § 9-403(C) for real property valued at \$15,000,000 or more. The Corporation does not have the power to call an election. Therefore, this item is to consider whether the Board would like to recommend to the City Council that it call an election for this purpose.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO RECOMMEND TO THE SAN LUIS CITY COUNCIL THAT IT CALL AN ELECTION FOR VOTER AUTHORITY FOR A THREE-YEAR PERIOD TO SELL REAL AND PERSONAL PROPERTY OF THE SAN LUIS REGIONAL DETENTION AND SUPPORT CENTER.**

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