

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

DATING

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2. CONTRACT (Proc. Inst. Ident.) NO. ACD-4-C-0001 3. EFFECTIVE DATE 01/26/2004 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. CRDDP-99-009

5. ISSUED BY CODE Department of Homeland Security ICE - Immigrations and Customs Enforcement ACDCAP - 3rd Floor 7701 North Stemmons Freeway Dallas, Texas 75247 6. ADMINISTERED BY (If other than Item 5) CODE Department of Homeland Security ICE - Immigration and Customs Enforcement ACDCAP - 3rd Floor 7701 North Stemmons Freeway Dallas, Texas 75247

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Correctional Services Corporation - CSC 1819 Main Street Suite 1000 Sarasota, Florida 34236 8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM

11. SHIP TO/MARK FOR CODE FACILITY CODE 12. PAYMENT WILL BE MADE BY CODE DHS / ICE - Dallas Finance Center P. O. Box 580947 Dallas, Texas 75356-0947

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 USC 2304(c) () [] 41 USC 253(e) () 14. ACCOUNTING AND APPROPRIATION DATA

Table with 6 columns: 15A. ITEM NO., 15B. SUPPLIES/SERVICES, 15C. QUANTITY, 15D. UNIT, 15E. UNIT PRICE, 15F. AMOUNT. Row 1: CLINS 0001, 0001A, 0001B, 0001C, and 0002 through 0022, inclusive. CONTRACT DETENTION FACILITY (CDF), in accordance with the attached Statement of Work and contract award document. Offerors technical proposal, as revised, is incorporated in Section J, as attachment 15. See CLINS 0001, 0001A, 0001B, 0001C, and 0002 through 0022, inclusive, set forth on Section B, Pages 2 and 3. (b)(4)

15G. TOTAL AMOUNT OF CONTRACT

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Table with 4 columns: (X), SEC., DESCRIPTION, PAGE(S). PART I - THE SCHEDULE: XX A SOLICITATION/CONTRACT FORM 1, XX B SUPPLIES OR SERVICES AND PRICES/COST 9, XX C DESCRIPTION/SPECS./WORK STATEMENT 49, D PACKAGING AND MARKING. PART II - CONTRACT CLAUSES: XX I CONTRACT CLAUSES 12. PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.: XX J LIST OF ATTACHMENTS 1. PART IV - REPRESENTATIONS AND INSTRUCTIONS: K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS, L INSTRS., CONDS., AND NOTICES TO OFFERORS, M EVALUATION FACTORS FOR AWARD.

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return - 1 - copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Correctional Services Corporation (CSC) James F. Slattery, President and CEO 20A. NAME OF CONTRACTING OFFICER Angela L. Avery Contracting Officer - DHS / ICE / CAP-Dallas

19B. NAME OF CONTRACTOR BY [Signature] 19C. DATE SIGNED 1/22/04 20B. UNITED STATES OF AMERICA BY [Signature] 20C. DATE SIGNED 1/23/04

250-39

ACD-0-R-0002

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS (Frio County 12-29-03)

According to the contract requirements, the contractor shall provide a detention facility, and all labor, materials and equipment necessary to operate and maintain temporary residential care, and secure detention for a maximum of [redacted] adults (adult males and females) and [redacted] juveniles (males and females) per day. Contractor is to maintain full staff for [redacted] adult male, [redacted] adult female, plus [redacted] juvenile male and [redacted] female detainees, regardless of actual detainee population throughout each performance period of the contract. Performance shall commence no later than one year after award of the contract. All services are to be performed in one facility located within 15 miles of Interstate 35 in Webb, La Salle, Frio, Medina, or Atascosa Counties, Texas. Total estimated price per performance period is the sum of the guaranteed minimum, plus prices for adult detention above guaranteed minimum, juvenile detention, scheduled & unscheduled transportation, adult detainee wages, and on-call / remote post wages.

(b)(4)

BASE PERIOD: For the period from the date the facility becomes operational and continuing for 365 days.

	QUANTITY	UNIT PRICE	TOTAL AMOUNT
0001	Guaranteed Minimum (See Page 7A, Special Notes #3.)		
0001A	Adult Detainees (first month [redacted] days @ [redacted] detainees.)	Man-Days	\$ [redacted]
0001B	Adult Detainees (second month [redacted] days @ [redacted] detainees)	Man-Days	\$ [redacted]
0001C	Adult Detainees (ten months [redacted] days @ [redacted] detainees)	Man-Days	\$ [redacted]
0002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 0001 above. Prices should not include costs already captured in CLIN 0001.	Not to Exceed Man-Days	\$ [redacted]
0003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 0001. See Note 3, CLIN 0003 (and subsequent years).	Not to Exceed Man-Days	\$ [redacted]
0004	RESERVED		
0005	RESERVED		

(b)(4)

Scheduled Transportation: The Estimated quantities shown are for evaluation purposes only.

Del Rio				
0006	[redacted] passengers	Rd. Trips	\$ [redacted]	\$ [redacted]
0007	[redacted] passengers	Rd. Trips	\$ [redacted]	\$ [redacted]
0008	[redacted] juveniles	Rd. Trips	\$ [redacted]	\$ [redacted]
Eagle Pass				
0009	[redacted] passengers	Rd. Trips	\$ [redacted]	\$ [redacted]
0010	[redacted] passengers	Rd. Trips	\$ [redacted]	\$ [redacted]
0011	[redacted] juveniles	Rd. Trips	\$ [redacted]	\$ [redacted]
Laredo				
0012	[redacted] passengers	Rd. Trips	\$ [redacted]	\$ [redacted]
0013	[redacted] passengers	Rd. Trips	\$ [redacted]	\$ [redacted]
0014	[redacted] juveniles	Rd. Trips	\$ [redacted]	\$ [redacted]

(b)(4)

San Antonio					
0015	passengers	Rd. Trips	\$		\$
0016	passengers	Rd. Trips	\$		\$
0017	juveniles	Rd. Trips	\$		\$

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guaran

(b)(4)

0018	passengers	Miles	\$		\$
0019	passengers	Miles	\$		\$
0020	passengers	Miles	\$		\$

0021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed hours)				
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0022	On-Call and Remote Post Hourly Wages (not to exceed hours)	\$		\$	
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BASE PERIOD TOTAL ESTIMATED PRICE \$

OPTION PERIOD ONE : Commences at expiration of Base Year for 365 days.

QUANTITY
UNIT PRICE
TOTAL AMOUNT

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

1001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
1001A	Adult Detainees [redacted] days @ [redacted] detainees)	[redacted] Man-Days	\$ [redacted]	
1002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 1001 above. Prices should not include costs already captured in CLIN 1001.	Not to Exceed [redacted] Man-Days	\$ [redacted]	(b)(4)
1003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 1001. See Note 3, CLIN 1003 (and subsequent years).	Not to Exceed [redacted] Man-Days	\$ [redacted]	
1004	RESERVED			
1005	RESERVED			

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<u>Del Rio</u>				
1006	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1007	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1008	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]	
<u>Eagle Pass</u>				
1009	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1010	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1011	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]	
<u>Laredo</u>				
1012	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1013	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1014	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]	(b)(4)
<u>San Antonio</u>				
1015	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1016	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]	
1017	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]	

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

1018	[redacted] passengers	[redacted] Miles	\$ [redacted]	
1019	[redacted] passengers	[redacted] Miles	\$ [redacted]	
1020	[redacted] passengers	[redacted] Miles	\$ [redacted]	
1021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed 40,000 hours)	[redacted]	[redacted]	
1022	On-Call and Remote Post Hourly Wages (not to exceed [redacted] Hours)	\$ [redacted]	\$ [redacted]	

OPTION PERIOD ONE : TOTAL ESTIMATED PRICE

\$ [redacted]

OPTION PERIOD TWO : Commences at expiration of First Option Year for 365 days.

includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

	QUANTITY	UNIT PRICE	TOTAL AMOUNT
2001	Guaranteed Minimum (See Page 7A, Special Notes #3.)		
2001A	Adult Detainees [redacted] days @ [redacted] detainees)	Man-Days	\$ [redacted]
2002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 2001 above. Prices should not include costs already captured in CLIN 2001.	Not to Exceed [redacted] Man-Days	\$ [redacted] (b)(4)
2003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 2001. See Note 3, CLIN 2003 (and subsequent years).	Not to Exceed [redacted] Man-Days	\$ [redacted]
2004	RESERVED		
2005	RESERVED		

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

Del Rio			
2006	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2007	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2008	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]
Eagle Pass			
2009	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2010	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2011	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]
Laredo			
2012	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2013	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2014	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]
San Antonio			
2015	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2016	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
2017	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]

(b)(4)

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

2018	[redacted] passengers	[redacted] Miles	\$ [redacted]
2019	[redacted] passengers	[redacted] Miles	\$ [redacted]
2020	[redacted] passengers	[redacted] Miles	\$ [redacted]
2021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed [redacted] hours)	[redacted]	[redacted]
2022	On-Call and Remote Post Hourly Wages (not to exceed [redacted] hours)	\$ [redacted]	\$ [redacted]

OPTION PERIOD TWO : TOTAL ESTIMATED PRICE

\$ [redacted]

OPTION PERIOD THREE : Commences at expiration of Second Option Year for 365 days.

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

		QUANTITY	UNIT PRICE	TOTAL AMOUNT
3001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
3001A	Adult Detainees Days (per detainee)	Man-Days	\$	
3002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 3001 above. Prices should not include costs already captured in CLIN 3001.	Man-Days	\$	
3003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 3001. See Note 3, CLIN3003 (and subsequent years).	Man-Days	\$	
3004	RESERVED			
3005	RESERVED			

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<u>Del Rio</u>				
3006	passengers	[Redacted]	Rd. Trips	\$
3007	passengers		Rd. Trips	\$
3008	juveniles		Rd. Trips	\$
<u>Eagle Pass</u>				
3009	passengers	[Redacted]	Rd. Trips	\$
3010	passengers		Rd. Trips	\$
3011	juveniles		Rd. Trips	\$
<u>Laredo</u>				
3012	passengers	[Redacted]	Rd. Trips	\$
3013	passengers		Rd. Trips	\$
3014	juveniles		Rd. Trips	\$
<u>San Antonio</u>				
3015	passengers	[Redacted]	Rd. Trips	\$
3016	passengers		Rd. Trips	\$
3017	juveniles		Rd. Trips	\$

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

3018	passengers	[Redacted]	Miles	\$
3019	passengers		Miles	\$
3020	passengers		Miles	\$
3021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed hours)	[Redacted]		
3022	On-Call and Remote Post Hourly Wages (not to exceed hours)		\$	\$

OPTION PERIOD THREE : TOTAL ESTIMATED PRICE

\$ [Redacted]

(b)(4)

(b)(4)

OPTION PERIOD FOUR : Commences at expiration of Third Option Year for 365 days.

	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A);			
4001	Guaranteed Minimum (See Page 7A, Special Notes #3.)		
4001A	Adult Detainees days @ [redacted] detainees)	Man-Days	\$ [redacted]
4002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 4001 above. Prices should not include costs already captured in CLIN 4001.	Not to Exceed Man-Days	\$ [redacted] (b)(4)
4003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 4001. See Note 3, CLIN 4003 (and subsequent years).	Not to Exceed Man-Days	\$ [redacted]
4004	RESERVED		
4005	RESERVED		

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<u>Del Rio</u>			
4006	[redacted] passengers	Rd. Trips	\$ [redacted]
4007	[redacted] passengers	Rd. Trips	\$ [redacted]
4008	[redacted] juveniles	Rd. Trips	\$ [redacted]
<u>Eagle Pass</u>			
4009	[redacted] passengers	Rd. Trips	\$ [redacted]
4010	[redacted] passengers	Rd. Trips	\$ [redacted]
4011	[redacted] juveniles	Rd. Trips	\$ [redacted]
<u>Laredo</u>			
4012	[redacted] passengers	Rd. Trips	\$ [redacted]
4013	[redacted] passengers	Rd. Trips	\$ [redacted]
4014	[redacted] juveniles	Rd. Trips	\$ [redacted] (b)(4)
<u>San Antonio</u>			
4015	[redacted] passengers	Rd. Trips	\$ [redacted]
4016	[redacted] passengers	Rd. Trips	\$ [redacted]
4017	[redacted] juveniles	Rd. Trips	\$ [redacted]

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

4018	[redacted] passengers	Miles	\$ [redacted]
4019	[redacted] passengers	Miles	\$ [redacted]
4020	[redacted] passengers	Miles	\$ [redacted]
4021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed 40,000 hours)		
4022	On-Call and Remote Post Hourly Wages (not to exceed [redacted] hours)	\$ [redacted]	\$ [redacted]

OPTION PERIOD FOUR : TOTAL ESTIMATED PRICE

\$ [redacted]

GRAND TOTAL \$ 109,018,808.95

Special Notes:

1. Man-days are defined as the number of persons multiplied by the number of days of detention. Payment will include the day of arrival but not the day of departure. One person X one day = one man-day.
2. Evaluation of proposals shall be in accordance with the criteria as set forth in Section M of this solicitation document.
3. This is an Indefinite Delivery, Indefinite Quantity contract and the quantities indicated above constitute the Government's best estimate of the requirements. CLIN 0003 (and subsequent years) are requirements type with no minimum number of juvenile detainees known with a not to exceed quantity of 20 juvenile detainees per day. Evaluation and award of the contract will be based upon the sum of all of the line items. The guaranteed minimum will be obligated on the contract upon issuance of the notice to proceed. All other CLINs will be ordered by issuance of task orders. Should the average detainee population for the invoice period not reach required daily minimums, the Contractor shall be compensated as if the detainee population for the contract performance period were the required guaranteed minimum number of adults per day. Such reimbursements shall be made at the time of reconciliation of the monthly invoice.

The guaranteed minimums are as follows:

<u>Performance period</u>	<u>Adult Population</u>	<u>Guaranteed Minimum</u>
Base Year		
Month 1		
Month 2		
Month 3-12		
First Option		(b)(4)
Second Option		
Third Option		
Fourth Option		

CLIN 0001 (and subsequent years) To include only those costs attributable to the maintenance and well being of the detainees. Costs include all management, supervision, facility operations, quality, scheduling, safety and reporting requirements. Pricing shall include all direct and indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the statement of work.

CLIN 0003 (and subsequent years) This CLIN reflects the Government's estimated requirements for commercial detention services for juveniles. The requirement is to facilitate detention of only those juveniles not housed by a Government agency or by Interagency Agreement within Government.

CLINs 0006-0020 (and subsequent years). The number of trips are estimates for evaluation purposes based on servicing the location cited twice daily and is not to imply that the Contractor will be making solo trips to each facility. The numbers of trips constitutes the Contract's not to exceed number of trips per performance period.

CLINs 0008, 0011, 0014, and 0017 (and subsequent years) are estimates for evaluation purposes for only those trips unique to the transportation of juveniles, under the need for safety as required by the statement of work. The numbers of trips constitutes the Contract's not to exceed number of trips per performance period.

CLINs 0021 (and subsequent years) include the Government's estimated number of hours per performance period for adult detainee wages. The Government is not bound to order any hours. The dollar value is for evaluation purposes only and constitutes the Contract's not to exceed amount of hours.

CLINs 0022 (and subsequent years) include the Government's estimated number of hours per performance period for on call and remote post guards. The Government is not bound to order any hours. The estimated 3,500 hours is for evaluation purposes and constitutes the Contract's not to exceed amount of hours.

4. In the event the Government, in accordance with FAR clause 52.217-8, Option to Extend Services, exercises the option provision to extend services, the rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. The Government will create new contract lines in its modification to exercise any option under FAR 52.217-8 accordingly.
5. Offerors must submit proposals for the Base period and the four option years. Failure to submit a proposal on the total requirement will be the basis for rejection of the offer.
6. RESERVED
7. Notice to Proceed & Service Contract Act wage determinations shall be provided to Contractor by modification to the Contract. Provisions for Notice to Proceed issuance are found in Section E, Inspection and Acceptance.
8. Service Contract Act Wage Determinations 1994-2521, Rev 26, 06/19/2003 and 1994-2519, Rev 19, 09/30/2003 should be applied. The Contracting Officer expects one or more wage determination revisions between issuance of Amendment 017, date of award and first day of performance of services. Incorporation of the wage determinations will be at the time that the Notice to Proceed is issued. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided as follows. The Contractor shall notify the Contracting Officer of any increase claimed by issuance of the contract modification for the Notice to Proceed with current incorporated SCA wage determinations within 30 days of receipt unless this notification period is extended in writing by the Contracting Officer. Any adjustment will be limited to increases or decreases in wages, fringe benefits, social security, unemployment taxes and worker's compensation insurance described in the modification of the contract. Adjustments will not include any amount for general and administrative costs, overhead or profit. The contractor shall promptly notify the Contracting Officer of any decrease, but nothing shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
9. The Contractor is required to perform in continual compliance with the most current additions of the INS Detention Standards. The contractor shall comply with and implement any applicable changes to INS Detention Standards or DHS policy and procedures. It is the Contractor's responsibility to routinely review the Detention Standards. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e. equitable adjustment) under the terms and conditions of the Contract. To be timely, the Contractor shall have 30 calendar days after the Contractor identifies changes and propose/support remedies. The Contractor will have a total of 60 calendar days, from determining the requirement, to implement or start compliance with new standards. Where the contents of the Schedule may conflict with INS Detention Standards; the Contractor shall give precedence to the most current INS Detention Standards over American Corrections Association standards, the Schedule and specifications set forth in this solicitation or contract with respect to FAR Clause 52.215-8(b), included by reference in this solicitation. The current Internet address for the INS Detention Standards is: <http://uscis.gov/graphics/lawsregs/guidance.htm>

NOTICE

The functions of the U.S. Immigration and Naturalization Service were transferred to the newly created Department of Homeland Security on March 1, 2003, pursuant to the Department of Homeland Security Reorganization Plan (dated 11/25/2002).

The services contemplated herein are to be provided to the Department of Homeland Security - Detention and Removal Operations (DRO). DRO was formerly a division of the U.S. Immigration and Naturalization Service (INS), a U.S. Department of Justice agency. DRO is now a division of the Bureau of Immigration and Customs Enforcement (ICE). ICE is a Bureau under the Border and Transportation Security (BTS) Directorate of the newly created Department of Homeland Security.

The award of this contract is made by the Department of Homeland Security. References throughout Solicitation Number ACD-0-R-0002 and Contract Number ACD-4-C-0001 to the "Department of Justice", "Immigration and Naturalization Service" or "INS" shall be construed to refer to the Department of Homeland Security.

Future modifications to this contract may occur as a result of the transfer of INS to DHS and the resulting implementation of DHS requirements, standards and systems.

- 7 C -

(FINAL - January 16, 2004)

Contract No.: 1103-0018
Expiration Date:

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 90 PAGES
2. CONTRACT NUMBER ACD-3-C-002	3. SOLICITATION NUMBER ACD-0-R-0002	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01/19/2000	6. REQUISITION/PURCHASE NUMBER CRDDP-0-9
7. ISSUED BY Immigration & Naturalization Service ACDCAP/Aldridge 7701 N. Stemmons Freeway Dallas TX 75247		8. ADDRESS OFFER TO (if other than item 7) Immigration & Naturalization Service ACDCAP/Aldridge/8th Floor 7701 N. Stemmons Freeway Dallas TX 75247			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 8th Floor until 2:00PM local time 04/13/2000
(City) (Hour) (Date)

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Cheryl A. Aldridge	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 214 905 [REDACTED]	C. EMAIL ADDRESS [REDACTED] (b)(2)
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(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
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X C	DESCRIPTION/SPECS./WORK STATEMENT	4	X J	LIST OF ATTACHMENTS	67
	D PACKAGING AND MARKING	0	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	54	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	88
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X G	CONTRACT ADMINISTRATION DATA	56	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	78
X H	SPECIAL CONTRACT REQUIREMENTS	58	X M	EVALUATION FACTORS FOR AWARD	88

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 648 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR Correctional Services Corporation 1819 Main St., Ste. 1000 Sarasota, FL 34236	DUNS# [REDACTED] (b)(2) TIN# [REDACTED]	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Thomas E. Rapone Executive VP and COO
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15B. TELEPHONE NO. (Include area code) 941-953-9199	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE <i>Thomas E. Rapone</i>	18. OFFER DATE 6/3/03
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION INFORMATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (if other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Revised Section B Frio County Site

Although we have not increased our bid, the annual totals on these Sections B forms reflect amounts that are higher than our previous bid as a result of changes in the format of the new Section B Forms, i.e., the base year form includes [REDACTED] more man-days or [REDACTED] in CLIN002, the inclusion in CLIN0021 of [REDACTED] Adult Detainee Volunteer Wages and the inclusion in CLIN0022 of [REDACTED] for On-Call and Remote Wages.

(b)(4)

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS (Frio County 12-29-03)

According to the contract requirements, the contractor shall provide a detention facility, and all labor, materials and equipment necessary to operate and maintain temporary residential care, and secure detention for a maximum of [redacted] adults [redacted] adult males and [redacted] females) and [redacted] juveniles [redacted] males and [redacted] females) per day. Contractor is to maintain full staff for [redacted] adult male, [redacted] adult female, plus [redacted] juvenile male and [redacted] female detainees, regardless of actual detainee population throughout each performance period of the contract. Performance shall commence no later than one year after award of the contract. All services are to be performed in one facility located within 15 miles of Interstate 35 in Webb, La Salle, Frio, Medina, or Alamosa Counties, Texas. Total estimated price per performance period is the sum of the guaranteed minimum, plus prices for adult detention above guaranteed minimum, juvenile detention, scheduled & unscheduled transportation, adult detainee wages, and on-call / remote post wages.

(b)(4)

BASE PERIOD: For the period from the date the facility becomes operational and continuing for 365 days.

	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

0001	Guaranteed Minimum (See Page 7A, Special Notes #3.)		
0001A	Adult Detainees (first month [redacted] days @ [redacted] detainees.)	[redacted] Man-Days	\$ [redacted]
0001B	Adult Detainees (second month [redacted] days @ [redacted] detainees)	[redacted] Man-Days	\$ [redacted]
0001C	Adult Detainees (ten months [redacted] days @ [redacted] detainees)	[redacted] Man-Days	\$ [redacted]
0002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 0001 above. Prices should not include costs already captured in CLIN 0001.	Not to Exceed [redacted] Man-Days	\$ [redacted]
0003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 0001. See Note 3, CLIN 0003 (and subsequent years).	Not to Exceed [redacted] Man-Days	\$ [redacted]
0004	RESERVED		
0005	RESERVED		

(b)(4)

Scheduled Transportation: The Estimated quantities shown are for evaluation purposes only.

Del Rio			
0006	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
0007	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
0008	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]
Eagle Pass			
0009	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
0010	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
0011	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]
Laredo			
0012	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
0013	[redacted] passengers	[redacted] Rd. Trips	\$ [redacted]
0014	[redacted] juveniles	[redacted] Rd. Trips	\$ [redacted]

(b)(4)

San Antonio

0015	passengers		Rd. Trips	\$	
0016	passengers		Rd. Trips	\$	
0017	juveniles		Rd. Trips	\$	

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guaran

0018	passengers		Miles	\$	
0019	passengers		Miles	\$	
0020	passengers		Miles	\$	

0021 Adult Detainee Volunteer Wages (per detainee/day)
(not to exceed hours)

0022 On-Call and Remote Post Hourly Wages
(not to exceed hours)

BASE PERIOD TOTAL ESTIMATED PRICE

\$

(b)(4)

OPTION PERIOD ONE : Commences at expiration of Base Year for 365 days.

UNIT TOTAL
PRICE AMOUNT

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

1001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
1001A	Adult Detainees Days @ [redacted] detainees)	[redacted] Man-Days	\$	[redacted]
1002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 1001 above. Prices should not include costs already captured in CLIN 1001.	Not to Exceed [redacted] Man-Days	\$	[redacted]
1003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 1001. See Note 3, CLIN 1003 (and subsequent years).	Not to Exceed [redacted] Man-Days	\$	[redacted]
1004	RESERVED			
1005	RESERVED			

(b)(4)

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<u>Del Rio</u>				
1006	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1007	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1008	[redacted] juveniles	[redacted]	Rd. Trips	\$ [redacted]
<u>Eagle Pass</u>				
1009	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1010	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1011	[redacted] juveniles	[redacted]	Rd. Trips	\$ [redacted]
<u>Laredo</u>				
1012	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1013	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1014	[redacted] juveniles	[redacted]	Rd. Trips	\$ [redacted]
<u>San Antonio</u>				
1015	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1016	[redacted] passengers	[redacted]	Rd. Trips	\$ [redacted]
1017	[redacted] juveniles	[redacted]	Rd. Trips	\$ [redacted]

(b)(4)

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

1018	[redacted] passengers	[redacted]	Miles	\$ [redacted]
1019	[redacted] passengers	[redacted]	Miles	\$ [redacted]
1020	[redacted] passengers	[redacted]	Miles	\$ [redacted]
1021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed [redacted] hours)	[redacted]		\$ [redacted]
1022	On-Call and Remote Post Hourly Wages (not to exceed [redacted] hours)	[redacted]		\$ [redacted]

OPTION PERIOD ONE : TOTAL ESTIMATED PRICE

\$ [redacted]

OPTION PERIOD TWO : Commences at expiration of First Option Year for 365 days.

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

		QUANTITY	UNIT PRICE	TOTAL AMOUNT
2001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
2001A	Adult Detainees [redacted] days @ [redacted] detainees)	[redacted] Man-Days	\$	[redacted]
		Not to Exceed		
2002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 2001 above. Prices should not include costs already captured in CLIN 2001.	[redacted] Man-Days	\$	[redacted]
		Not to Exceed		
2003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 2001. See Note 3, CLIN 2003 (and subsequent years).	[redacted] Man-Days	\$	[redacted]
2004	RESERVED			
2005	RESERVED			

(b)(4)

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

Del Rio				
2006	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2007	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2008	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]
Eagle Pass				
2009	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2010	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2011	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]
Laredo				
2012	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2013	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2014	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]
San Antonio				
2015	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2016	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
2017	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]

(b)(4)

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

2018	[redacted] passengers	[redacted] Miles	\$	[redacted]
2019	[redacted] passengers	[redacted] Miles	\$	[redacted]
2020	[redacted] passengers	[redacted] Miles	\$	[redacted]

2021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed [redacted] hours)	[redacted]		
2022	On-Call and Remote Post Hourly Wages (not to exceed [redacted] hours)	\$ [redacted]		\$ [redacted]

OPTION PERIOD TWO : TOTAL ESTIMATED PRICE

\$ [redacted]

OPTION PERIOD THREE : Commences at expiration of Second Option Year for 365 days.

QUANTITY **UNIT PRICE** **TOTAL AMOUNT**

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

3001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
3001A	Adult Detainees [redacted] days @ [redacted] detainees)	[redacted] Man-Days	\$	[redacted]
3002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 3001 above. Prices should not include costs already captured in CLIN 3001.	Not to Exceed [redacted] Man-Days	\$	
3003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 3001. See Note 3, CLIN3003 (and subsequent years).	Not to Exceed [redacted] Man-Days	\$	
3004	RESERVED			
3005	RESERVED			

(b)(4)

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

Del Rio				
3006	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
3007	[redacted] passengers	[redacted] Rd. Trips	\$	
3008	[redacted] juveniles	[redacted] Rd. Trips	\$	
Eagle Pass				
3009	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
3010	[redacted] passengers	[redacted] Rd. Trips	\$	
3011	[redacted] juveniles	[redacted] Rd. Trips	\$	
Laredo				
3012	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
3013	[redacted] passengers	[redacted] Rd. Trips	\$	
3014	[redacted] juveniles	[redacted] Rd. Trips	\$	
San Antonio				
3015	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
3016	[redacted] passengers	[redacted] Rd. Trips	\$	
3017	[redacted] juveniles	[redacted] Rd. Trips	\$	

(b)(4)

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

3018	[redacted] passengers	15,000	Miles	\$	[redacted]
3019	[redacted] passengers	15,000	Miles	\$	[redacted]
3020	[redacted] passengers	15,000	Miles	\$	[redacted]
3021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed [redacted] hours)				[redacted]
3022	On-Call and Remote Post Hourly Wages (not to exceed [redacted] hours)			\$	[redacted]

OPTION PERIOD THREE : TOTAL ESTIMATED PRICE

\$ [redacted]

OPTION PERIOD FOUR : Commences at expiration of Third Option Year for 365 days.

QUANTITY UNIT PRICE TOTAL AMOUNT

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

4001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
4001A	Adult Detainees [redacted] days @ [redacted] detainees)	[redacted] Man-Days	\$	[redacted]
4002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 4001 above. Prices should not include costs already captured in CLIN 4001.	Not to Exceed [redacted] Man-Days	\$	[redacted]
4003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 4001. See Note 3, CLIN 4003 (and subsequent years).	Not to Exceed [redacted] Man-Days	\$	[redacted]
4004	RESERVED			
4005	RESERVED			

(b)(4)

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

Del Rio	[redacted]	[redacted]		
4006	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4007	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4008	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]
Eagle Pass	[redacted]	[redacted]		
4009	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4010	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4011	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]
Laredo	[redacted]	[redacted]		
4012	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4013	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4014	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]
San Antonio	[redacted]	[redacted]		
4015	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4016	[redacted] passengers	[redacted] Rd. Trips	\$	[redacted]
4017	[redacted] juveniles	[redacted] Rd. Trips	\$	[redacted]

(b)(4)

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

4018	[redacted] passengers	[redacted] Miles	\$	[redacted]
4019	[redacted] passengers	[redacted] Miles	\$	[redacted]
4020	[redacted] passengers	[redacted] Miles	\$	[redacted]
4021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed [redacted] hours)	[redacted]		[redacted]
4022	On-Call and Remote Post Hourly Wages (not to exceed) [redacted] hours	[redacted]	\$	[redacted]

OPTION PERIOD FOUR : TOTAL ESTIMATED PRICE

\$ [redacted]

GRAND TOTAL \$ 109,018,808.95

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	3/1/00	09	7/02/01
	02	10/00	010	9/17/01
	03	8/11/00	011	9/17/01
	04	11/29/00	012	9/17/01
	05	12/7/00	013	11/13/01
	06	2/23/01	014	11/13/01
	07	6/01/01	015	5/06/03
	08	7/02/01	016	5/22/03

Amendment 017 changes solicitation as follows:

1. All references to “manday” are changed to read “man-day”. Spelling changes will be made throughout the solicitation.
2. Page 7A, Section B, Special Notes number 4. Remove, “In the event that an option provision is exercised by the Government in accordance with FAR clause 52.217-8, Option to Extend Services, the option period rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option.” Insert, “In the event the Government, in accordance with FAR clause 52.217-8, Option to Extend Services, exercises the option provision to extend services, the rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. The Government will create new contract lines in its modification to exercise any option under FAR 52.217-8 accordingly.”
3. Page 7A, Section B, Special Notes number 6. Remove, “Reference clause 52.232-19, Availability of Funds for the Next Fiscal Year, Funds are not presently available for performance under this contract beyond September 30.” Insert, “RESERVED”.
4. Page 7A, Section B, Special Notes number 7. Add sentence, “Provisions for issuance of the Notice to Proceed are found in Section E, Inspection and Acceptance.”
5. Page 7 A, Section B, Special Notes Number 9. Add “The Contractor is further required in this amendment to perform in continual compliance with the most current additions of the INS Detention Standards. The contractor shall comply with and implement any applicable changes to INS Detention Standards or DHS policy and procedures. It is the Contractor’s responsibility to routinely review the Detention Standards. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e. equitable adjustment) under the terms and conditions of the Contract. To be timely, the Contractor shall have 30 calendar days after the Contractor identifies changes and propose/support remedies. The Contractor will have a total of 60 calendar days, from determining the requirement, to implement or start compliance with new standards. Where the contents of the Schedule may conflict with INS Detention Standards; the Contractor shall give precedence to the most current INS Detention Standards over American Corrections Association standards, the Schedule and specifications set forth in this solicitation with respect to FAR Clause 52.215-8(b), included by reference in this solicitation. The current Internet address for the INS Detention Standards is:

<http://uscis.gov/graphics/lawsregs/guidance.htm>

6. Page 7 A, Section B, Special Notes Number 8. Add “Service Contract Act Wage Determinations 1994-2521, Rev 26, 06/19/2003 and 1994-2519, Rev 19, 09/30/2003 should be applied. The Contracting Officer expects one or more wage determination revisions between issuance of Amendment 017, date of award and first day of performance of services. Incorporation of the latest revision of the wage determination will be performed during the Notice to Proceed period when the Contractor is ready to

begin actual performance. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts). The Contractor shall notify the Contracting Officer of any increase claimed by issuance of the contract modification for the Notice to Proceed with current incorporated SCA wage determinations within 30 days of receipt unless this notification period is extended in writing by the Contracting Officer. Any adjustment will be limited to increases or decreases in wages, fringe benefits, social security, unemployment taxes and worker's compensation insurance described in the modification of the contract. Adjustments will not include any amount for general and administrative costs, overhead or profit. The contractor shall promptly notify the Contracting Officer of any decrease, but nothing shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

7. Page 54, Section E, Inspection and Acceptance. Add, "All references to "INS", or "Immigration and Naturalization Service" are changed to read "Bureau of Customs and Immigration Enforcement" or "ICE". Changes will be made throughout the solicitation and contract. References to "INS Detention Standards" have not changed and won't change until the document(s) concerning the detention of aliens change names. Regulations, policies and procedures of Legacy INS and Department of Justice are still in force till such time as the Contracting Officer notifies the Contractor."
8. Page 54, Section E, Inspection and Acceptance. Add paragraph c. "Notice to Proceed is the written action taken by the Contracting Officer telling the Contractor to begin performance of detention services. This acquisition is for detention services and not construction or alteration of an existing facility. The Bureau of Immigration and Customs Enforcement (ICE) Contracting Officer shall not issue a Notice to Proceed or any task order until ICE is fully satisfied that the Contractor is ready to perform in accordance with the requirements of the Contract. Notice to Proceed will occur when the Contracting Officer determines the Contractor has the completed the following:
 - a) Security clearances of personnel
 - b) Equipment and uniforms for personnel
 - c) Required insurances for operations
 - d) All plans, policies and procedures required in the contract for administration and operation of the facility
 - e) Sub-contracting plans
 - f) Quality Control Plans (QCP)
 - g) All accreditations, inspections, licenses, certificates and other documents required by local, state and federal agencies to operate a detention facility and the Government is satisfied the facility is ready to accept detainees

- h) The Contractor is required to provide the Contracting Officer with information required to make payment by Electronic Funds Transfer (EFT). EFT information is to be provided 30 calendar days before beginning of performance start date provided in the Notice to Proceed.
 - i) Staffing is complete and ready to perform required duties.”
9. Section B: Supplies and Services and Prices/Costs is changed to better reflect the Government requirements. CLIN X001 provided for a consolidated price for fixed price of adult detainees. CLIN X002 provided for a guaranteed minimum for adult while CLIN X004 a guaranteed minimum for juveniles. The Government’s intent has always been to require full staffing, facilities and other performance at 100 percent throughout the performance period (irregardless of detainee population). The new CLIN structure now better facilitates invoicing at per detainee rates. Also of note is CLIN X003 better denotes the juvenile detention rate to include only those costs associated with particular juveniles and excludes costs already covered by CLIN X001. CLIN 0001 was also changed to include the ramp-up period of detainees as per page 7A, Note #3.
 10. Page 7A, Note #3 was changed to clarify CLIN X003 was a requirements type CLIN where the Government will use the facility to temporarily house juvenile detainees exceeding the Government’s ability. The Government expects to pay for 100 percent of the facility and staffing costs associated with juvenile detention (CLIN X001) but will only house juvenile detainees with commercial resources (this Contract) on a requirements basis.
 11. Page 13, Subsection 1(C). Sentence “The chart shall be updated as necessary and available to INS upon request” is deleted.
 12. All references to “Designated Service Official” is deleted.
 13. Page 26, Subsection 5. Sentence “The US Marshal Service may be authorized to use the facility on a space available basis with INS approval” is deleted.
 14. All references to liquidated damages involving escapes, failure to escort detainees to out-processing and other liquidated damage remarks have been deleted. The Government will use the Performance Requirements Summary (PRS, Attachment 2) to assess deductions for performance issues.
 15. Remote and On-Post Guard requirements have been changed throughout the Contract. CLIN X022 was added to obtain a price per hour and establish a not to exceed price. The pricing is for evaluation purposes. The Government expects to use Remote and On-Post Guard resources but has no obligation to use any.
 16. CLIN X021 will be used to establish a not to exceed price and establish a price for evaluation purposes.

17. Clauses FAR 52.216-21 (OCT 95) with Alternate I (APR 1984), Requirements was included in Section I for CLIN X003.
18. Section M was changed to correct typographical errors in paragraph 1(b) changing the points from 225 to read 250 (as per Amendment 006) and paragraph 1(c) including the word "price".
19. Page 56, Section G.1 is changed from Richard R. Sallee to read Vicki Gilbert as the Contract Administrator.
20. Offerors may revise part of their technical and pricing proposals as a result of this amendment. The revised date for receipt of proposals is December 29, 2003 at 12:00 P.M. Dallas, Texas time. Offerors must submit five copies of any revised pages for their proposals and one copy of the revised electronic submittal. All revised pages and electronic submittals must be clearly marked as to the amendment to which they pertain. Standard Forms 30 and 33 should be signed and date affixed with submission of revised offers. The Contracting Officer intends this amendment to solicit final proposal revision. The Contracting Officer further intends to make award without further discussions.

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

(b)(4)

According to the contract requirements, the contractor shall provide a detention facility, and all labor, materials and equipment necessary to operate and maintain temporary residential care, and secure detention for a maximum of [redacted] adults [redacted] adult males and [redacted] females) and [redacted] juveniles [redacted] males and [redacted] females) per day. Contractor is to maintain full staff for [redacted] adult male, [redacted] adult female, plus [redacted] juvenile male and [redacted] female detainees, regardless of actual detainee population throughout each performance period of the contract. Performance shall commence no later than one year after award of the contract. All services are to be performed in one facility located within 15 miles of Interstate 35 in Webb, La Salle, Frio, Medina or Atascosa Counties, Texas. Total estimated price per performance period is the sum of the guaranteed minimum, plus prices for adult detention above guaranteed minimum, juvenile detention, scheduled & unscheduled transportation, adult detainee wages, and on-call / remote post wages.

BASE PERIOD: For the period from the date the facility becomes operational and continuing for 365 days.

<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
			<u>AMOUNT</u>

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see Page 15, Section C, Subsection 2.A.)

0001 Guaranteed Minimum (See Page 7A, Special Notes #3.)

0001A Adult Detainees (first month, [redacted] days @ [redacted] detainees)	[redacted] Man-days	\$ _____	\$ _____
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0001B Adult Detainees (second month, [redacted] days @ [redacted] detainees)	[redacted] Man-days	\$ _____	\$ _____
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0001C Adult Detainees (ten months, [redacted] days @ [redacted] detainees)	[redacted] Man-days	\$ _____	\$ _____
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(b)(4)

0002 Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 0001 above. Prices should not include costs already captured in CLIN 0001.	Not to Exceed [redacted] Man-days	\$ _____	\$ _____
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0003 Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 0001. See Note 3, CLIN 0003 (and subsequent years).	Not to Exceed [redacted] Man-days	\$ _____	\$ _____
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0004 RESERVED

0005 RESERVED

Scheduled Transportation: The quantities shown are estimates for evaluation purposes only. The Government anticipates a requirement for scheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

Del Rio			
0006 [redacted] passengers	[redacted]	Rd Trips	\$ _____ \$ _____
0007 [redacted]	[redacted]	Rd Trips	\$ _____ \$ _____
0008 [redacted] juveniles	[redacted]	Rd Trips	\$ _____ \$ _____

(b)(4)

Eagle Pass			
0009 [redacted] passengers	[redacted]	Rd Trips	\$ _____ \$ _____

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0010	██████████		Rd Trips	\$ _____	\$ _____
0011	██████████ juveniles	██████████	Rd Trips	\$ _____	\$ _____
Laredo					
0012	██████████ passengers	██████████	Rd Trips	\$ _____	\$ _____
0013	██████████	██████████	Rd Trips	\$ _____	\$ _____
0014	██████████ juveniles	██████████	Rd Trips	\$ _____	\$ _____
San Antonio					
0015	██████████ passenger	██████████	Rd Trips	\$ _____	\$ _____
0016	██████████	██████████	Rd Trips	\$ _____	\$ _____
0017	██████████ juveniles	██████████	Rd Trips	\$ _____	\$ _____

(b)(4)

Unscheduled Transportation The quantities shown are estimates for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

0018	██████████ Passengers	██████████	Miles	\$ _____	\$ _____
0019	██████████ Passengers	██████████	Miles	\$ _____	\$ _____
0020	██████████ Passengers	██████████	Miles	\$ _____	\$ _____

(b)(4)

0021 Adult Detainee Volunteer Wages (per detainee/day) (not to exceed ██████████ hours) ██████████

0022	On-Call and Remote Post Hourly Wages (not to exceed ██████████ Hours)	\$ _____	\$ _____
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BASE PERIOD TOTAL ESTIMATED PRICE \$ _____

OPTION PERIOD ONE: Commences at expiration of Base Year for 365 days.

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see Page 15, Section C, Subsection 2.A.);

1001 Guaranteed Minimum (See Page 7A, Special Notes #3.)

1001A Adult Detainees ██████████ Man-days \$ _____ \$ _____
██████████ days @ ██████████ detainees)

1002 Variable costs for the detention of ██████████ Man-days \$ _____ \$ _____
one adult person in excess of the guaranteed Minimum quantity of detainees listed in the CLIN 1001 above. Prices should not include costs already captured in CLIN 1001. (b)(4)

1003 Estimated costs for the detention of ██████████ Man-days \$ _____ \$ _____
a juvenile. Prices should not include costs already captured in CLIN 1001. See Note 3, CLIN 0003 (and subsequent years).

1004 RESERVED
1005 RESERVED

Scheduled Transportation: The quantities shown are estimates for evaluation purposes only. The Government anticipates a requirement for scheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

Del Rio					
1006	passengers		Rd Trips	\$ _____	\$ _____
1007			Rd Trips	\$ _____	\$ _____
1008	juveniles		Rd Trips	\$ _____	\$ _____
Eagle Pass					
1009	passengers		Rd Trips	\$ _____	\$ _____
1010			Rd Trips	\$ _____	\$ _____
1011	juveniles		Rd Trips	\$ _____	\$ _____
Laredo					
1012	passengers		Rd Trips	\$ _____	\$ _____
1013			Rd Trips	\$ _____	\$ _____
1014	juveniles		Rd Trips	\$ _____	\$ _____
San Antonio					
1015	passenger		Rd Trips	\$ _____	\$ _____
1016			Rd Trips	\$ _____	\$ _____
1017	juveniles		Rd Trips	\$ _____	\$ _____

(b)(4)

Unscheduled Transportation The quantities shown are estimates for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

1018	Passengers		Miles	\$ _____	\$ _____
1019	Passengers		Miles	\$ _____	\$ _____
1020	Passengers		Miles	\$ _____	\$ _____

(b)(4)

1021 Adult Detainee Volunteer Wages (per detainee/day) (not to exceed _____ hours) _____

1022	On-Call and Remote Post Hourly Wages (not to exceed _____ Hours)	\$ _____	\$ _____
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OPTION PERIOD ONE: TOTAL ESTIMATED PRICE \$ _____

OPTION PERIOD TWO: Commences at expiration of First Option Year for 365 days.

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
-----------------	-------------------	---------------------

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see Page 15, Section C, Subsection 2.A.)

2001	Guaranteed Minimum (See Page 7A, Special Notes #3.)		
2001A	Adult Detainees _____ Man-days (_____ days @ _____ detainees)	\$ _____	\$ _____
2002	VARIABLE costs for the detention of one adult person in excess of the guaranteed Minimum quantity of detainees listed in the CLIN 2001 above. Prices should not include costs already captured in CLIN 2001.	Not to Exceed _____ Man-days	\$ _____

(b)(4)

(b)(4)

2003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 2001. See Note 3, CLIN 0002 (and subsequent Years).	Not To Exceed Man-days	\$ _____	\$ _____
2004	RESERVED			
2005	RESERVED			

Scheduled Transportation: The quantities shown are estimates for evaluation purposes only. The Government anticipates a requirement for scheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

Del Rio					
2006	passengers		Rd Trips	\$ _____	\$ _____
2007			Rd Trips	\$ _____	\$ _____
2008	juveniles		Rd Trips	\$ _____	\$ _____
Eagle Pass					
2009	passengers		Rd Trips	\$ _____	\$ _____
2010			Rd Trips	\$ _____	\$ _____
2011	juveniles	Rd Trips	\$ _____	\$ _____	
Laredo					
2012	passengers	Rd Trips	\$ _____	\$ _____	
2013		Rd Trips	\$ _____	\$ _____	
2014	juveniles	Rd Trips	\$ _____	\$ _____	
San Antonio					
2015	passenger	Rd Trips	\$ _____	\$ _____	
2016		Rd Trips	\$ _____	\$ _____	
2017	juveniles	Rd Trips	\$ _____	\$ _____	

(b)(4)

Unscheduled Transportation The quantities shown are estimates for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

2018	Passengers	Miles	\$ _____	\$ _____
2019	Passengers	Miles	\$ _____	\$ _____
2020	Passengers	Miles	\$ _____	\$ _____

2021 Adult Detainee Volunteer Wages (per detainee/day) (not to exceed _____ hours) _____

(b)(4)

2022	On-Call and Remote Post Hourly Wages (not to exceed _____ Hours)	\$ _____	\$ _____
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OPTION PERIOD TWO: TOTAL ESTIMATED PRICE \$ _____

OPTION PERIOD THREE: Commences at expiration of Second Option Year for 365 days.

QUANTITY	UNIT PRICE	TOTAL AMOUNT
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Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see Page 15, Section C, Subsection 2.A.);

3001 Guaranteed Minimum (See Page 7A, Special Notes #3.)

3001A Adult Detainees [redacted] Man-days \$ _____ \$ _____
 [redacted] days @ [redacted] detainees)

3002 Variable costs for the detention of [redacted] Not to Exceed
 one adult person in excess of the [redacted] Man-days \$ _____ \$ _____ (b)(4)
 guaranteed Minimum quantity of detainees
 listed in the CLIN 0001 above. Prices should
 not include costs already captured in CLIN 0001.

3003 Estimated costs for the detention of a [redacted] Not To Exceed
 juvenile. Prices should not include [redacted] Man-days \$ _____ \$ _____
 costs already captured in CLIN 3001.
 See Note 3, CLIN 0002 (and subsequent
 Years).

3004 RESERVED
 3005 RESERVED

Scheduled Transportation: The quantities shown are estimates for evaluation purposes only. The Government anticipates a requirement for scheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

Del Rio					
3006	[redacted] passengers		Rd Trips	\$ _____	\$ _____
3007	[redacted]		Rd Trips	\$ _____	\$ _____
3008	[redacted] juveniles		Rd Trips	\$ _____	\$ _____
Eagle Pass					
3009	[redacted] passengers		Rd Trips	\$ _____	\$ _____
3010	[redacted]		Rd Trips	\$ _____	\$ _____
3011	[redacted] juveniles		Rd Trips	\$ _____	\$ _____
Laredo					
3012	[redacted] passengers		Rd Trips	\$ _____	\$ _____
3013	[redacted]	Rd Trips	\$ _____	\$ _____	
3014	[redacted] juveniles	Rd Trips	\$ _____	\$ _____	
San Antonio					
3015	[redacted] passenger	Rd Trips	\$ _____	\$ _____	
3016	[redacted]	Rd Trips	\$ _____	\$ _____	
3017	[redacted] juveniles	Rd Trips	\$ _____	\$ _____	

(b)(4)

Unscheduled Transportation The quantities shown are estimates for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

3018	[redacted] Passengers	[redacted] Miles	\$ _____	\$ _____
3019	[redacted] Passengers	[redacted] Miles	\$ _____	\$ _____
3020	[redacted] Passengers	[redacted] Miles	\$ _____	\$ _____

(b)(4)

3021 Adult Detainee Volunteer Wages (per detainee/day) [redacted]
 (not to exceed [redacted] hours)

3022	On-Call and Remote Post Hourly Wages	\$ _____	\$ _____
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(not to exceed) _____ Hours

OPTION PERIOD THREE: TOTAL ESTIMATED PRICE \$ _____

OPTION PERIOD FOUR: Commences at expiration of Third Option Year for 365 days.

QUANTITY UNIT PRICE TOTAL AMOUNT

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see Page 15, Section C, Subsection 2.A.):

4001 Guaranteed Minimum (See Page 7A, Special Notes #3.)

4001A Adult Detainees _____ Man-days \$ _____ \$ _____
 _____ days @ _____ detainees)

4002 Variable costs for the detention of _____ Not To Exceed
 one adult person in excess of the _____ Man-days \$ _____ \$ _____ (b)(4)
 guaranteed Minimum quantity of detainees listed in the CLIN 0001 above. Prices should not include costs already captured in CLIN 0001.

4003 Estimated costs for the detention of a _____ Not to Exceed
 juvenile. Prices should not include _____ Man-days \$ _____ \$ _____
 costs already captured in CLIN 4001. See Note 3, CLIN 0002 (and subsequent Years).

4004 RESERVED
 4005 RESERVED

Scheduled Transportation: The quantities shown are estimates for evaluation purposes only. The Government anticipates a requirement for scheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

Del Rio
 4006 _____ passengers _____ Rd Trips \$ _____ \$ _____
 4007 _____ Rd Trips \$ _____ \$ _____
 4008 _____ juveniles _____ Rd Trips \$ _____ \$ _____

Eagle Pass
 4009 _____ passengers 730 _____ Rd Trips \$ _____ \$ _____
 4010 _____ Rd Trips \$ _____ \$ _____
 4011 _____ juveniles _____ Rd Trips \$ _____ \$ _____

Laredo (b)(4)
 4012 _____ passengers 730 _____ Rd Trips \$ _____ \$ _____
 4013 _____ Rd Trips \$ _____ \$ _____
 4014 _____ juveniles _____ Rd Trips \$ _____ \$ _____

San Antonio
 4015 _____ passenger _____ Rd Trips \$ _____ \$ _____
 4016 _____ Rd Trips \$ _____ \$ _____
 4017 _____ juveniles _____ Rd Trips \$ _____ \$ _____

Unscheduled Transportation The quantities shown are estimates for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guarantee any trips will be made. The expressed numbers of trips constitutes a not-to-exceed quantity.

4018	Passengers	Miles	\$ _____	\$ _____
4019	Passengers	Miles	\$ _____	\$ _____
4020	Passengers	Miles	\$ _____	\$ _____

(b)(4)

4021 Adult Detainee Volunteer Wages (per detainee/day) _____
 (not to exceed _____ hours)

4022	On-Call and Remote Post Hourly Wages	\$ _____	\$ _____
	(not to exceed _____ Hours)		

OPTION PERIOD FOUR: TOTAL ESTIMATED PRICE \$ _____

GRAND TOTAL \$ _____

Special Notes:

1. Man-days are defined as the number of persons multiplied by the number of days of detention. Payment will include the day of arrival but not the day of departure. One person X one day = one man-day.
2. Evaluation of proposals shall be in accordance with the criteria as set forth in Section M of this solicitation document.
3. This is an Indefinite Delivery, Indefinite Quantity contract and the quantities indicated above constitute the Government's best estimate of the requirements. CLIN 0003 (and subsequent years) are requirements type with no minimum number of juvenile detainees known with a not to exceed quantity of 20 juvenile detainees per day. Evaluation and award of the contract will be based upon the sum of all of the line items. The guaranteed minimum will be obligated on the contract upon issuance of the notice to proceed. All other CLINs will be ordered by issuance of task orders. Should the average detainee population for the invoice period not reach required daily minimums, the Contractor shall be compensated as if the detainee population for the contract performance period were the required guaranteed minimum number of adults per day. Such reimbursements shall be made at the time of reconciliation of the monthly invoice.

The guaranteed minimums are as follows:

<u>Performance period</u>	<u>Adult Population</u>	<u>Guaranteed Minimum</u>
Base Year		
Month 1		
Month 2		
Month 3-12		
First Option		
Second Option		
Third Option		
Fourth Option		

(b)(4)

CLIN 0001 (and subsequent years) To include only those costs attributable to the maintenance and well being of the detainees. Costs include all management, supervision, facility operations, quality, scheduling, safety and reporting requirements. Pricing shall include all direct and indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the statement of work.

CLIN 0003 (and subsequent years) This CLIN reflects the Government's estimated requirements for commercial detention services for juveniles. The requirement is to facilitate detention of only those juveniles not housed by a Government agency or by Interagency Agreement within Government.

CLINs 0006-0020 (and subsequent years). The number of trips are estimates for evaluation purposes based on servicing the location cited twice daily and is not to imply that the Contractor will be making solo trips to each facility. The numbers of trips constitutes the Contract's not to exceed number of trips per performance period.

CLINs 0008, 0011, 0014, and 0017 (and subsequent years) are estimates for evaluation purposes for only those trips unique to the transportation of juveniles, under the need for safety as required by the statement of work. The numbers of trips constitutes the Contract's not to exceed number of trips per performance period.

CLINs 0021 (and subsequent years) include the Government's estimated number of hours per performance period for adult detainee wages. The Government is not bound to order any hours. The dollar value is for evaluation purposes only and constitutes the Contract's not to exceed amount of hours.

CLINs 0022 (and subsequent years) include the Government's estimated number of hours per performance period for on call and remote post guards. The Government is not bound to order any hours. The estimated 3,500 hours is for evaluation purposes and constitutes the Contract's not to exceed amount of hours.

4. In the event the Government, in accordance with FAR clause 52.217-8, Option to Extend Services, exercises the option provision to extend services, the rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. The Government will create new contract lines in its modification to exercise any option under FAR 52.217-8 accordingly.
5. Offerors must submit proposals for the Base period and the four option years. Failure to submit a proposal on the total requirement will be the basis for rejection of the offer.
6. RESERVED
7. Notice to Proceed & Service Contract Act wage determinations shall be provided to Contractor by modification to the Contract. Provisions for Notice to Proceed issuance are found in Section E, Inspection and Acceptance.
8. Service Contract Act Wage Determinations 1994-2521, Rev 26, 06/19/2003 and 1994-2519, Rev 19, 09/30/2003 should be applied. The Contracting Officer expects one or more wage determination revisions between issuance of Amendment 017, date of award and first day of performance of services. Incorporation of the wage determinations will be at the time that the Notice to Proceed is issued. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided as follows. The Contractor shall notify the Contracting Officer of any increase claimed by issuance of the contract modification for the Notice to Proceed with current incorporated SCA wage determinations within 30 days of receipt unless this notification period is extended in writing by the Contracting Officer. Any adjustment will be limited to increases or decreases in wages, fringe benefits, social security, unemployment taxes and worker's compensation insurance described in the modification of the contract. Adjustments will not include any amount for general and administrative costs, overhead or profit. The contractor shall promptly notify the Contracting Officer of any decrease, but nothing shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
9. The Contractor is required to perform in continual compliance with the most current additions of the INS Detention Standards. The contractor shall comply with and implement any applicable changes to INS Detention Standards or DHS policy and procedures. It is the Contractor's responsibility to routinely review the Detention Standards. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e. equitable adjustment) under the terms and conditions of the Contract. To be timely, the Contractor shall have 30 calendar days after the Contractor identifies changes and propose/support remedies. The Contractor will have a total of 60 calendar days, from determining the requirement, to implement or start compliance with new standards. Where the contents of the Schedule may conflict with INS Detention Standards; the Contractor shall give precedence to the most current INS Detention Standards over American Corrections Association standards, the Schedule and specifications set forth in this solicitation or contract with respect to FAR Clause 52.215-8(b), included by reference in this solicitation. The current Internet address for the INS Detention Standards is: <http://uscis.gov/graphics/lawsregs/guidance.htm>

PART I - THE SCHEDULE
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
CONTRACT DETENTION FACILITY

INTRODUCTION

A. BACKGROUND

The U.S. Department of Homeland Security (DHS), Bureau of Immigration and Customs Enforcement (ICE), formally known as the Department of Justice, Immigration and Naturalization Service (hereinafter called the Service, DHS or Agency) provides funds through contractual agreement to both public and private sector entities for the safeguarding and care of service detainees. Contractors are responsible for the detention, security, control and well-being of detainees, and accountable for the detainees' personal possessions. The Department of Homeland Security is in transition with all regulations, policies and requirements of Legacy INS being in effect till changed in writing by the Contracting Officer or the Detention Standards.

B. OBJECTIVE

The contractor shall furnish, twenty-four (24) hours per day, seven (7) days per week, the necessary physical structure, equipment, facilities, personnel and services to provide a program of temporary residential care of detainee aliens of all nationalities in federal custody. The contractor shall furnish separated living quarters as follows:

- 1 Base year adult male detainees - [redacted] beds, as follows:
 - (A) [redacted] beds divided into multiple occupancy rooms, no room to house more than forty (40) detainees.
 - (B) [redacted] beds divided into multiple occupancy rooms, no room to house more than twenty (20) detainees.
 - (b)(4) (C) [redacted] beds divided into two man cells.
- 2. Base Year Adult female detainees - [redacted] beds, as follows:
 - (A) [redacted] beds divided into multiple occupancy rooms, no room to house more than forty (40) detainees.
 - (B) [redacted] beds included into one (1) multiple occupancy room.
 - (C) [redacted] beds divided into two person cells.

NOTE: EXACT RATIOS CANNOT ALWAYS BE MAINTAINED. UNDER NO CIRCUMSTANCES ARE MALE AND FEMALE DETAINEES TO BE HOUSED IN THE SAME ROOM. The current population is 60% non-criminal and 40% criminals. There is no assurance that this ratio will be maintained throughout the life of the contract.

- 3. Juveniles [redacted] beds as follows:
 - (b)(4) (A) [redacted] male beds area Open bay i.e. [redacted] beds included into one (1) multiple occupancy room.
 - (B) [redacted] female beds included into one (1) multiple occupancy room.

Juveniles shall be housed sight and sound separated from the adult population at all times. Only female guards are allowed in the female juvenile unit. Juveniles shall be house for 72 hours or less. Their ages shall range from 10 years to 18 years. Juveniles shall be afforded the same level of care as the adults. COTR retains the discretion to assign dorm placements.

C. EXPLANATION OF TERMS

1. ADULT DETAINEE: Any detained alien eighteen (18) years of age or older.
2. ACA: American Correctional Association.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. BOOKING: In the detention facility, it is a procedure for the admission of an ICE detainee, including searches, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
5. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.
6. CONTRABAND: Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and otherwise approved procedures.
7. CONTRACTOR: The entity that provides the services described in this statement of work.
8. CONTRACTING OFFICER: An ICE employee responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
9. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An ICE employee responsible for monitoring all technical aspects and assisting in administering the contract.
10. CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
11. RESERVED
12. DETAINEE: Any person confined under the auspices and the authority of any federal agency, primarily ICE. (The Contracting Officer, COTR or ICE employee reserves the right to place detainees who are in the custody of the Bureau of Prisons, the U.S. Marshals Service or any person confined under the auspices and the authority of ICE or any other federal agency.) Many of those being detained may have substantial and varied criminal histories.
13. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:

Form I-203, Detainee, Personal Property
Receipts, Visitors List, Photographs,
Fingerprints, Disciplinary Infractions
and Actions Taken, Grievance Reports, Medical
Records, Work Assignments, Program Participation,
Miscellaneous Correspondence, etc.

14. **EMERGENCY**: Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical exigency, natural disaster or other serious incident.
15. **FACILITY**: The physical plant and grounds in which the contractor's services are operated.
16. **FACILITY ADMINISTRATOR**: The official, regardless of local title (e.g., jail administrator, warden, superintendent) who has the ultimate responsibility for managing and operating the contract detention facility.
17. **FOOT CANDLE**: A unit for measuring the intensity of illumination: amount of light thrown on a surface one foot away from the light source equal to one lumen.
18. **GRIEVANCE**: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
19. **HEALTH AUTHORITY**: Is the individual to whom has been delegated the responsibility for the facility's health care services, including arrangements for all levels of health care and the ensuring of quality and accessibility of all health services provided to inmates.
20. **HEALTH CARE**: The sum of all actions taken, preventative and therapeutic, to provide for the physical and mental well-being of a population. Health care includes medical and dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions.
21. **HEALTH CARE PERSONNEL**: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
22. **HEALTH-TRAINED PERSONNEL**: (Medically trained personnel): Security officials or other contract personnel such as social workers, who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.
23. **IMMEDIATE RELATIVES**: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
24. **JUVENILE DETAINEE**: Any detained alien under the age of eighteen (18) years. All juveniles housed will be at least 10 years old.
25. **LIFE SAFETY CODE**: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
26. **DETAINEE- DAY**: A twenty-four (24) hour period of detention; payment shall include the day of arrival but not the day of departure.
27. **MEDICAL RECORDS**: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record; date and time of all medical examinations and copies of standing or direct medical orders from the physician to the facility staff.
28. **MEDICAL SCREENING**: A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.

- 29. **ON CALL GUARD POSTS:** Shall be operated on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees for hearings, interviews, and any other location requested by the COTR. The numbers and frequency of these services shall vary, but to the extent possible, the COTR shall notify the contractor 4 hours in advance of such need, and of a schedule of remote posts to be manned. One guard shall be authorized for such posts unless, in the COTR's judgment, additional guards are required.
- 30. **POLICY:** A definite written course or method of action, which guides and determines present and future decisions and action.
- 31. **QUALIFIED HEALTH PERSONNEL:** Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
- 32. **RESPONSIBLE PHYSICIAN:** A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
- 33. **RESTRAINT EQUIPMENT:** This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexicuffs, soft (leather) cuffs, and leg weights.
- 34. **SAFETY EQUIPMENT:** This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, stretchers and emergency alarms.
- 35. **SALLY PORT:** An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.
- 36. **SDEO:** Supervisory Detention Enforcement Officer.
- 37. **SECURITY DEVICES:** Locks, gates, doors, bars, fences, screens, ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
- 38. **SECURITY PERIMETER:** The outer portions of a facility, which actually provide for secure confinement of detainees.
- 39. **SERVICE:** Department of Homeland Security, Immigration and Customs Enforcement (ICE).
- 40. **SPC:** Service Processing Center.
- 41. **STANDING MEDICAL ORDERS:** Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self limiting conditions and for on-site treatment of emergency conditions.
- 42. **TOUR OF DUTY:** A period of work consisting of eight (8) consecutive hours.
- 43. **TRAINING:** An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

- 44. TRANSPORTATION COSTS: Are for all materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
- 45. Verbally: All communications (notices, reports, submissions, determinations, policies, guides, approvals, pre-approvals), unless otherwise prescribed by the Contracting Officer, shall only be in writing.
- 46. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

SUBSECTION 1. ADMINISTRATION, ORGANIZATION AND MANAGEMENT

It is the contractor's responsibility to provide adequate and appropriate management oversight for the implementation and successful performance of this contract. The operation and control of the facility shall meet all guidelines and standards as set forth in the American Correctional Association, Standards for Adult Local Detention Facilities and be consistent with INS Detention Standards (See Page 7 B, Note 9). The facility must obtain accreditation within 18 months from the date of occupancy. Failure to obtain and maintain the accreditation may be cause for default.

The contractor shall prepare and submit all policies, plans and procedures to the Contracting Officer for review and approval. All contractor's policies, plans, and procedures required by this statement of work shall be submitted to the Contracting Officer in accordance with Section E of this contract prior to implementation. The contractor shall provide a system that ensures all written plans, policies, and procedures are reviewed at least annually and updated as necessary. The contractor shall provide written certification that the review has been conducted. The Contracting Officer shall approve any plan, policy, procedure, or any changes under this contract prior to Contractor implementation.

The Contracting Officer and the COTR have the right to direct the contractor to cease immediately any practice deem detrimental to the health, welfare and rights of the detainees or any other individuals.

Under this Subsection, the Contractor shall provide the following to the Contracting Officer:

- A. An operations manual that delineates the written plans, policies, and procedures necessary for the day-to-day operations of the facility. The plans, policies and procedures must meet minimum ACA standards and INS Detention Standards as directed by the Contracting Officer. The manual shall be made available to all employees within the administrative area of the facility
- B. An overall Quality Assurance Plan (QAP) that addresses critical, measurable operational performance standards for the services required under this contract. The contractor shall incorporate in the QAP a periodic system that reviews and updates the changes to all plans, policies and procedures. The QAP shall include a monthly audit to the COTR that includes the performance review of the facility operations for compliance with the QAP and compliance with the requirements of this contract. The contractor shall notify the government 24 hours in advance of the audit to ensure the COTR is available to participate. The contractor's QAP shall be capable of identifying deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the Contracting Officer.
- C. An organizational chart detailing all employees by job description describing the structure of authority, responsibility and accountability within the facility. All changes to the organizational chart shall be reviewed and approved by the Contracting Officer prior to implementation.
- D. The resume of any employee determined critical to the operation of the facility to the Contracting Officer. The Contracting Officer or COTR must approve all supervisory or management personnel before they perform any duties under this contract.
- E. Policy and procedures ensuring an open channel of communication between staff members and detainees. The policy and procedures shall identify detainee points of contact for problem identification and detail the contractors internal system of resolution or referral to appropriate officials.
- F. Project schedules, which includes a time line chart showing key milestones necessary for completion of construction as well as the operational opening of the facility, including but not limited to: a categorical exclusion, finding of no significant impact, or final environmental impact statement signed by the ICE Headquarters Facilities and Engineering Division, acquisition of necessary permits, construction schedule, availability of facility for ICE equipment deliveries, installation of ICE phone and computer lines, and ICE staff training and familiarity with the facility.

The contractor shall participate in monthly meetings of a liaison committee, established by the Contracting Officer or the COTR. This committee shall consist of representatives of the following: Executive Office of Immigration Review, legal representatives, local government officials, and appropriate ICE personnel.

SUBSECTION 2. PERSONNEL

The contractor shall provide written plans, policies and procedures governing all personnel, to include compliance with all federal requirements and the following specific items. They shall be prepared and submitted to the Contracting Officer for review and approval prior to implementation. Prior to any employee performing duties under this contract, the contractor shall compile all documents and certifications, which demonstrate the employees' compliance with the terms and conditions for employment as required by this contract and provide them to the COTR. The contractor shall obtain written approval from the COTR, for each employee, prior to assignment of duties.

- A. The contractor shall furnish managerial, administrative, and personnel to accomplish all work required. The contractor shall provide full time and/or part time personnel to assure continuity of staff coverage, to accept, house, supervise, discharge, and perform all ancillary functions of all detainees while in custody twenty-four hours a day, seven days a week. The contractor shall, at all times, staff the facility to accommodate the estimated population of 1000 adult and 20 juvenile detainees. Staff detention officers of both sexes shall be on duty at all times. The contractor shall provide a minimum of five (5) female officers per shift excluding transportation. By noon each day, the Contractor shall provide to COTR the duty roster showing all assignments for the succeeding day.
- B. Contractor personnel shall be adequately supervised at all times; i.e., by individuals who are full time supervisors and have met the supervisory training requirements. In the absence of the Facility Administrator, a designated person shall be placed in charge and shall have supervision as his primary function during the times he is in charge. Only female staff detention officers shall supervise female detainees within the facility day room/dormitory. When females are transported or are in custody under the on-call posts, there must be at least one female staff detention officer present.
- C. The responsibility for providing necessary translators or bilingual personnel for necessary communication with detainees who do not speak or comprehend the English language is with the contractor. Other than emergency situations, detainees shall not be used for translation services. The contractor may utilize commercial telephone language interpretive services to fulfill this requirement.
- D. Standards of employee conduct. The contractor shall develop standards of employee conduct and specific disciplinary actions, which are consistent with the Federal Standards of Conduct, 28 CFR PART 45. The contractor shall hold his employees accountable for their conduct based on these standards, which are not restricted to, but must include:
 - (1) Contractor staff shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
 - (2) No contractor employee may deal with any detainee except in a relationship that supports the approved goals of the facility. Specifically, staff members must never accept any personal (tangible or intangible) gift favor or service, from any detainee or from any detainee's family or close associate no matter how trivial the gift or service may seem, for themselves or any members of their family. All staff members are required to report to the Facility Administrator any violation or attempted violation of these restrictions. In addition, no staff member shall give any gift, favors, or service to detainees, their family, or close associates.
 - (3) No contractor employee shall enter into any business relationship with detainees or their families (example - selling, buying or trading personal property).
 - (4) No contractor employee shall have any outside or social contact (other than incidental contact) with any detainee, detainee family, or close associates.

- (5) The Contractor shall report all violations or attempted violations of the standards of conduct (referred to in this section) or any criminal activity to the COTR. Violations may result in employee removal from the facility by the Contractor or at the discretion of the Contracting Officer or COTR. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the contractor to appropriate action up to and including termination of the contract for default.
- (6) The contractor shall provide all employees with a copy of the contractor's Standards of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract.

All initial prospective contractor applicants/employees shall submit the following completed forms to the Contracting Officer VIA the COTR no less than 45 days before the facility becomes operational. Any new additional employees; whether a replacement, an addition, a subcontractor employee, vendor or volunteer, must submit the completed forms 30 days prior to entry on duty.

E. SECURITY REQUIREMENTS (NON-CLASSIFIED CONTRACT)

The Contracting Officer and COTR shall have, and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the work site during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The Contracting Officer may, as it deems appropriate, authorize and grant temporary access to employees of the contractor, subcontractor, vendor, and/or volunteer who for any reason may visit the work site during the period of this contract and for all employees who have access to the detention facility in the performance of the contract work. The granting of a waiver to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof, and the granting of either a waiver or a full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access, any time during the term of the contract. No employee of the contractor, subcontractor, vendor or volunteer shall be allowed access to the facility without an employment waiver or (affirmative/positive suitability determination by the ICE Contract Security Office.

All employees (to include subcontractors, temporary, part-time, replacement employees, and any other vendor or volunteers) under the contract shall have a position sensitivity designation analysis performed by ICE Contract Security Office. If an applicant/employee position requires that he/she shall have direct contact with detainees without an escort, the position sensitivity designation shall be at level 5 Moderate Risk. Positions that have no direct contact with detainees shall be designated at the level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 5 Moderate Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low risk shall require a National Agency Check and inquiries investigation (NACI). All background investigations shall be processed through the ICE Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the Contracting Officer via the COTR no less than 45 days before the facility becomes operational. Any new additional employees; whether a replacement, an addition, a subcontractor employee, vendor or volunteer, must submit the completed forms 30 days prior to entry on duty.

1. Standard Form (SF) 85p, "Questionnaire for Public Trust Positions", (original and one (1) copy)
2. SF 85 p-s: Supplemental Questionnaire for Selected Positions" (original plus one copy) note: this form is used for guards or detention officers only.

3. Form FD-258, "Fingerprint Card" (two copies)
4. Foreign born relatives form (original and one copy)
5. Form I-9 employment eligibility verification or birth certificate (if a US citizen)

The contractor (using Form G-736) shall also provide documentation that previous employers of all new contract employees have been interviewed to ascertain the following information:

1. Verification of employment history (dates, salary, job titles and duties for the most recent 5 years)
2. Reason for leaving employment
3. Would employer re-hire the applicant
4. Name of person contacted
5. Name of employee doing the interview on behalf of the contractor

The Government shall provide necessary forms upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by ICE contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

The contractor shall appoint a senior official to act as the Security Officer. This individual shall interface with the Contracting Officer through the Contracting Officer's Technical Representative (COTR) on all security matters, to include physical, personnel, and protection of all information and data accessed by the contractor.

After waiver has been granted to commence working, the contractor must submit within twenty-one (21) days, the results of a drug screening on the applicant, to the COTR. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The Contracting Officer and COTR reserve the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed. Whether or not included in these procedures, with regard to the specimen, contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

Drug screening for cause may be required by the Contracting Officer or COTR at any time. If the contractor has a random drug-screening program, results of each screening shall be provided immediately.

Drug screening shall be ordered and accomplished at Contractor's expense. The Contracting Officer and COTR shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the contractor that the employee shall not either continue to work, or be assigned to work under the contract.

For those employees cleared through this process while employed by one contractor, who is subsequently replaced by another contractor, the new contractor is not required to submit another set of these forms unless specifically requested to do so by the COTR.

The Contracting Officer and COTR reserves the right and prerogative to require the Contractor to remove any contract employee from the ICE contract and restrict access to the facility of any contractor employees who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with ICE standards of conduct, 28 CFR 45.731.1 through 45.731.26 or who otherwise may be a security risk. The Contractor shall notify the Contracting Officer of all employee resignations, terminations, or transfers.

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

The contractor must agree that each person employed by his firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States Citizen, or a person lawfully admitted into the United States for permanent residence, and have resided in the U.S. for the last five (5) years, possess a high school diploma, or equivalent (GED), and have no criminal record. Each employee of the contractor, and of any subcontractor(s), must complete and sign a Form I-9, "Employment Eligibility Verification", before commencing work. The contractor shall retain the original Form I-9 and shall furnish the COTR a copy of the Form I-9 before the employee commences work. The contractor shall be responsible for acts and omissions of his own employees and of any subcontractor(s) and their employees.

Subject to existing laws, regulations and other provisions of this contract, the contractor shall not employ illegal or undocumented aliens, or any subcontractor(s), to work on, under or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

F. The contractor must comply with the following requirements:

1. Education and Experience. As a minimum, contractor employees shall possess a high school diploma or GED certificate and have at least two (2) years of experience that demonstrates the following:
 - (a) The ability to greet and deal tactfully with the general public.
 - (b) A clear capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate to the extent of being able to read and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports, which contain the informational value required by such directives.
 - (c) Each officer shall possess good judgment, courage, alertness, an even temperament, and render satisfactory performance by conscientiously acquiring a good working knowledge of his position responsibilities.
 - (d) The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.
 - (e) Any type of military service may be credited toward meeting the requirements in (1) through (4) above. Where experience needs to be substituted in lieu of the required education, or vice versa, the Contractor shall make a written request for the necessary waiver for each employee affected. All waiver requests shall be transmitted through the COTR to the Contracting Officer for review and approval prior to any employee being assigned to duty under this contract.

2. Standard Requirements. The following standards apply:
- (a) Supervisors must be trustworthy individuals who have a minimum of three (3) years' successful detention experience in supervisory positions, or who have been advanced into supervisory positions through normal merit promotions within the contractor's organization.
 - (b) All contractor employees shall be a minimum of 21 years of age. This age requirement may be waived for veterans of the Armed Forces after the Contractor makes written requests to the COTR.
 - (c) All contractor employees shall have as a minimum one year's experience as a law enforcement officer or military policeman or six months experience as a security officer engaged in functions related to detaining civil or administrative detainees or who has demonstrated the ability to perform the designated duties. This does not pertain to clerical or janitorial/maintenance staff that does not provide instructions or direction to detainees.
3. Health Requirements. The contractor shall not assign at any time any employee who is not in good health, without physical defects or abnormalities, which would interfere with performing detention duties. All security officers who work under this contract must have passed a medical examination conducted and approved by a licensed physician prior to initial assignment. Prior to the officer's initial assignment or reassignment to the facility and at least annually thereafter, the contractor shall certify in writing to the COTR that each employee is in full compliance with the following:
- (a) Employees must be free from any serious physical illnesses, ailments, or maladies, including epilepsy, or other diseases that may be transmitted to and result in the disablement of other persons.
 - (b) They must have binocular eyesight and be able to distinguish primary colors. Contractor employees must be able to read at least 20/60 in each eye without the use of corrective lenses or must be able to read at least 20/20 in each eye with corrective lenses. Any employee whose driver's license requires corrective lenses must wear them while on duty.
 - (c) Employees are required to be able to hear adequately. Adequate hearing is hearing with normal speech range not to exceed a loss of 30 decibels in both ears or 35 decibels in the poorer ear, without the use of hearing aids.
 - (d) No employee can be accepted who has heart, lung, skeletal, or other physical defects which would impair his ability to perform effectively in either normal or emergency situations.
 - (e) All personnel shall possess unimpaired use of hands, arms, legs, and feet. Everyone must be able to run when necessary, and must be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
 - (f) Employees shall be able to wear all necessary personal equipment, or other protective items for civil disorders or rescue work.
 - (g) Employees must be mentally alert and emotionally stable; absence of detectable neurotic or psychoneurotic conditions that would adversely affect their ability to act properly during situations involving mental stress is required.

- (h) Any changes in the employees' health status as it pertains to items (1) through (7) above, shall be immediately reported to the COTR.

4. Removal From Duty.

- (a) If the Contracting Officer or COTR receives disqualifying information on a contractor employee, he shall direct that the contractor immediately remove the employee from performing duties under this contract or any other [ICE] contract. The contractor must comply with all such directions. When any employee is removed from duty under these circumstances, the contractor shall revoke his identification credentials as necessary and properly complete any required dispositions. The contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to:

- (i) Conviction of a felony, a crime of violence, or a serious misdemeanor.
- (ii) Possessing a record of arrests for continuing offenses.
- (iii) Falsification of information entered on suitability forms.

- (b) The Contracting Officer or COTR may direct that the contractor immediately remove from assignment to this contract any employee(s) who has/have been disqualified for either security reasons or for being unfit to perform their required duties as determined by the COTR or Contracting Officer. The contractor shall immediately notify the COTR when the employee is removed from duty. The contractor must comply with this direction. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- (i) Violation of the Rules and Regulations Governing Detention Facilities set forth in [ICE] Publications entitled "Detention Officer Handbook" and "INS Administrative Manual, Section 2798."
- (ii) Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
- (iii) Falsification of unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- (iv) Theft, vandalism, immoral conduct, or any other criminal actions.
- (v) Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- (vi) Unethical or improper use of official authority or credentials.
- (vii) Unauthorized use of communication equipment or Government property.
- (viii) Misuse of weapons.

- (ix) Violations of security procedures or regulations.
- (x) Recurring tardiness.
- (xi) Possession of alcohol or illegal substances while on duty.
- (xii) Undue fraternization with detainees as determined by the COTR.
- (xiii) Repeated failure to comply with visitor procedures as determined by the COTR.
- (xiv) Performance, determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape.
- (xv) Failure to maintain acceptable levels of proficiency or fulfill training requirements.

(c) For changes in an employee's ability to meet the physical and/or mental health requirements of this contract, ICE reserves the right to require the contractor to remove, suspend or reassign employees under this contract.

(d) Employees removed under this contract cannot be employed on any other ICE contract.

G. The contractor shall not assign nor permit any uniformed employee to work under this contract more than a total of 12 hours of any 24-hour period. This shall include time employed not within the scope of this contract. All employees shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period.

H. The contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

SUBSECTION 3. TRAINING

- A. The contractor shall establish an overall training program for all employees that incorporates the mandatory training requirements listed below as well as other related training courses developed by the contractor that are necessary for the successful operation of the facility. The contractor shall provide a training plan which shall include: course descriptions; detailed lesson plans which include subject matter and methods of presentation; course objectives; student evaluation procedures; instructor(s), the location, and duration of training. The Contractor shall submit the training plan to the Contracting Officer for review and approval no less than 30 days prior to implementation.
- B. Under no circumstances shall a contractor employee perform duties under this contract until all initial training, or refresher training as required in this subsection, is successfully completed and certified by the contractor in writing to the COTR for each individual employee. The COTR must provide written approval prior to any employee being assigned to perform any duties under this contract.
- C. The contractor shall ensure that the mandatory training as described in paragraph H. below, as well as the training required to be developed by the contractor in accordance with paragraph A above, is provided to all employees. The contractor may either provide the required training or have an institution acceptable to the government provide the training. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him/her for duty. Certified instructors shall conduct all courses. Instructors shall be certified by a state or nationally recognized institution unless otherwise approved in writing by the COTR or the Contracting Officer. All aspects of the training and all types of documentation associated with these programs are subject to evaluation, monitoring, and approval by the Contracting Officer or COTR. The contractor shall provide monthly documentation of the training completed for each employee, including but not limited to the amount of training hours, type of training, date and location of training, and name of the instructor, to the Contracting Officer.
- D. The contractor shall provide all "clerical/support employees" who have minimal detainee contact with 22 hours of training in addition to orientation to be completed within 14 days of employment and prior to being assigned to autonomous duties. The courses annotated (*) in paragraph H. below are mandatory courses. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training annotated (*) in paragraph H below, and shall occur each subsequent year of employment. Reference paragraph B. above.
- E. The contractor shall provide all "support employees" who have regular or daily contact with detainees with 41 hours of training in addition to orientation that must be completed within 14 days of employment and prior to being assigned to autonomous duties. All of the mandatory training courses described in paragraph H. below shall be included in the 41 hours of training required under this paragraph. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training described below, excluding H.(21)(E)and(F), and shall occur each subsequent year of employment. Reference paragraph B. above.
- F. The contractor shall provide all "security personnel" with a total of 160 hours of training and orientation during their first year of employment. The contractor's training shall include 80 hours of training in addition to orientation that must be completed within 14 days of employment and prior to being assigned to autonomous duties. All of the mandatory training courses described in paragraph H. below shall be included in the 80 hours of training required under this paragraph. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training described below. Refresher training shall occur each subsequent year of employment. Reference paragraph B. above.
- G. The contractor shall provide each member of the facilities managerial staff with all of the mandatory training courses described below. These courses shall be completed within 14 days after employment. In addition, the managerial personnel shall complete 24 hours of general management training, during the first year and each subsequent year of employment.

H. The following is a list of mandatory training subjects and minimum hours of training that shall be included in the employees training program:

- (1) Constitutional Law (1 hr);
 - (2) Ethics and Authority of Guards (2 hrs);
 - (3)* Personnel Identification, Entry, and Exit Control (2 hrs);
 - (4)* Identification and Control of Property (2 hrs);
 - (5) Methods of Sabotage and Espionage (1 hr);
 - (6)* Note Taking and Report Writing (4 hrs);
 - (7)* Telephone and Radio Communication (2 hrs);
 - (8) Security Patrol Methods and Observation (2 hrs);
 - (9)* Preliminary Medical Assistance and Health Care Services (8 hrs) Including CPR;
 - (10) Detention and Use of Force (2 hrs);
 - (11) Self Defense (1 hr);
 - (12) Response To Crimes and Conducting Incident Inquiries (2 hrs);
 - (13) Fingerprinting (1 hr);
 - (14)* Human Relations (1 hr);
 - (15) Handling Disorderly Conduct, Civil Disturbances and Other (Riot) Incidents (2 hrs);
 - (16)* Roles of Local, State, and Federal Law Enforcement Agencies (1 hr);
 - (17) Preserving a Crime Scene (1 hr.)
 - (18) Courtroom Demeanor (1 hr.)
 - (19)* Cultural & Ethnic Sensitivity (2 hrs.)
 - (20) Escort of detainees including vehicular transport (2 hrs.)
 - (21) Orientation (8 hrs);
- (a)* Authority of Supervisors and Organizational Code of Conduct and Federal Standards of Conduct.
 - (b)* General Information and Special Orders For The Facilities To Be Protected Under This Contract.
 - (c)* Security Systems and Operational Procedures For The Premises That Shall Be Protected.
 - (d)* Facility Self Protection Plan or Emergency Operational Procedures For The Locations To Be Protected.
 - (e) Transportation route familiarization.
 - (f) Custody and detainee escort requirements and procedures.

I. The contractor shall comply with the requirements of Subsection 1, paragraph B by including the development and implementation of a measurable proficiency-testing program covering all aspects of the facility operation. The contractor shall conduct a written proficiency exam for each employee under this contract at least annually. All new employees shall be tested initially within the first 30 days of employment under this contract. The contractor shall provide written documentation to the COTR, upon completion of each proficiency test, that certifies each employee has obtained, or is maintaining, the stated minimum level of competency. In the event an employee fails to meet the stated proficiency standards, the contractor shall immediately remove the employee from performance of duty under this contract. The contractor may elect to provide the appropriate remedial training and shall provide the documentation referenced above to the COTR prior to reassignment to duty. In addition to the annual proficiency test, ICE reserves the right to have any individual employed under this contract tested by the contractor for proficiency. The results of the employee's proficiency test shall be maintained by the contractor and available upon request for review by the Contracting officer or COTR. The contractor's proficiency program is subject to the review and approval by the Contracting Officer or COTR prior to being administered to the employees.

SUBSECTION 4. RECORDS AND REPORTS

- A. The contractor shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports. All written plans, policies and procedures shall be maintained in both written manuals as well as electronic format. The electronic format must be in a common software format; that is compatible with the Service's software (Word). Whenever there is a change in the documents, an updated electronic copy shall be provided to the COTR. The contractor shall maintain all logs and records required to operate and document both the operational and personnel aspects of the facility and to comply with the requirements of this contract. All logs and records shall be maintained at the facility either in the control room housed in a security file cabinet such as "Mosler" or equal type, or in locked cabinets located within a properly secured and controlled file room. The file room shall be located within the Administrative area of the facility. ICE officials shall have the right to inspect any and all records, upon demand, at any time during the term of the contract or thereafter as specified below. The Contracting Officer and COTR reserves the right to require other records in addition to those listed below. All reporting requirements contained within this contract shall comply with this paragraph.
- B. The contractor shall not destroy any logs and records pertaining to this contract. At the completion or termination of this contract, the contractor shall turn over all logs and records as directed by the Contracting Officer.
- C. The contractor shall record the following intake booking information for every person admitted to the facility:
- (1) Picture;
 - (2) Alien "A" file number;
 - (3) Date of admissions;
 - (4) Name of person;
 - (5) Place of apprehension;
 - (6) Current address (or last known address); and phone number of close relative or in the alternative a responsible contact person;
 - (7) Form I-203, Order To Detain Or Release An Alien;
 - (8) Name, title, and signature of delivering officer;
 - (9) Name, title, and signature of receiving officer;
 - (10) Sex;
 - (11) Age;
 - (12) Date of birth;
 - (13) Place of birth/ Nationality;
 - (14) Race;
 - (15) Health status (receiving screening);
 - (16) Notation of cash and all property; and
 - (17) Additional information concerning special custody requirements (i.e. classification), service needs, or other identifying information;
- D. The contractor shall maintain custody records on all detainees assigned to the facility, that contain:
- (1) Intake booking information;
 - (2) Cash and property receipts;
 - (3) Reports of disciplinary actions, incidents or crime(s) committed while in custody; and
 - (4) Release information;
- E. The contractor shall maintain a daily control post log of all activities, security checks, head counts, and daily manifest. These reports shall be provided to the COTR upon request.
- F. There shall be written policy and procedure requiring immediate reporting of all incidents that result in physical harm to or threaten the safety, health, and welfare of any person in the facility, or that threaten the security of the facility to the COTR.
- G. There shall be written policy and procedure identifying those persons within the facility and other

authorized persons who have direct access to detainee records.

- H. The contractor shall provide written policy and procedure governing record and report management including but not limited to the establishment, utilization, content privacy, security, preservation and transfer of records to ICE.
- I. The contractor shall furnish, on a daily basis, a manifest of all aliens currently detained in the facility. The manifest shall contain the following information for each detained alien:
 - (1) "A" File Number (system of numbering supplied by ICE)
 - (2) Office received from
 - (3) Name
 - (4) DOB
 - (5) Sex
 - (6) Nationality
 - (7) Date of arrival
 - (8) Number of days the detainee has been in the facility.
- J. The contractor shall provide electronic access to the alien's records including medical records. The access may include connectivity via a LAN system or by at least three terminals within the Service office space. The alien's records shall include at least all the items in item "I" of this section. Medical records review shall be limited to Service personnel identified by the Supervisory Detention and Deportation Officer or the Officer in Charge.
- K. Business and financial records maintained by the contractor for the general function of its business, and not maintained as a close and necessary adjunct of this contract are not covered by the FOIA or the PA. For example, the provisions of the FOIA and the PA do not govern personnel records of contractor employees.
- L. At the completion, or termination of this contract, the contractor shall, upon written request of the Contracting Officer, turn over all records required for the operation and performance of this contract.

SUBSECTION 5. PHYSICAL PLANT

- A. RESERVED
- B. The contractor must ensure that the facility conforms to all applicable zoning ordinances or, has obtained an approved variance under such laws, codes or zoning ordinances. The contractor shall demonstrate compliance with the above requirements prior to occupancy.
- C. The facility shall conform to all applicable state and local building and fire codes and applicable licensing requirements. The contractor shall obtain all State or local licenses for the operation of the facility that indicate compliance with all building codes. In those cases where a license is not issued, letters or certificates of compliance are acceptable. In the event the facility is not subject to local (city and/or county) building codes, state codes shall be applied. In the event state codes are not available or applicable, appropriate national codes shall be applied. The contractor shall demonstrate compliance with the above requirements prior to occupancy.
- D. Evidence must be made available by the contractor, when requested, that the interior finishing material in all living areas, exit areas and places of public assembly is in accordance with recognized national fire safety codes. No facility furnishings, ceilings, partitions or floors shall be constructed of foamed plastics or foamed rubber unless the fire performance characteristics of the materials are in conformance with all the applicable building and fire codes.
- E. The contractor shall provide a facility that ensures the safety, privacy, and basic human rights of all detainees. The contractor shall provide a facility which meets all the requirements and scope of this contract, including but not limited to; accessibility, habitability, and protection of the general welfare of the detainees as well as all persons requiring access to the facility. Failure of the contractor to provide a fully functional and operable facility for the use intended shall be considered a failure to perform the material aspects of this contract, unless such failure results from circumstances beyond the contractor's control. The facilities under this contract shall be for the exclusive use of ICE. No prisoners, inmates, or detainees from any other Federal, State, County, or City agencies are to be housed in the contract facility without specific advance written Contracting Officer approval.
- F. The contractor shall meet the minimum design and space requirements described herein. If standards are not specifically stated, the American Correctional Association current as of the date of this solicitation, "STANDARDS FOR ADULT LOCAL DETENTION FACILITY" are applicable and shall be met.
 - 1. All single rooms or cells in the detention facility shall have at least 60 square feet of floor space, provided detainees spend no more than 10 hours per day locked in. When confinement exceeds 10 hours per day, there shall be at least 80 square feet of total floor space per occupant.
 - (a) The rooms or cells in the facility shall have, at minimum, access to the following facilities:
 - (1) wash basin and drinking water;

- (2) toilet and shower facilities;
 - (3) hot and cold running water;
 - (4) a bed and mattress above floor level;
 - (5) a locker (wall locker, secured to wall or floor) with individual lock; and
 - (6) natural light.
- (b) The facility shall comply with and there shall be documentation as required by the Contracting Officer or COTR from an independent, qualified source acceptable to the Contracting Officer, that:
- (1) lighting is at least 20-foot candles at desk level and in the personal grooming area;
 - (2) circulation is at least 15 cubic feet or circulated air with a minimum of 5 cubic feet of outside air per human occupant;
 - (3) Winter temperature range is 68 - 74 degrees Fahrenheit. Summer temperature range is 72 - 78 degrees Fahrenheit.
 - (4) noise levels do not exceed 70 decibels in daytime and 45 decibels at night.
2. Multiple occupancy rooms (dormitories) shall house no less than 4 and no more than 40 detainees each, who have been screened prior to admission for suitability to group living. Dormitories shall be physically separated from day rooms and active exercise areas.
- (a) The rooms shall provide:
- (1) continuous observation by staff;
 - (2) a minimum floor area of 50 square feet per occupant in the sleeping area and a clear floor to ceiling height of not less than 8 feet;
 - (3) toilet and shower facilities;

Male: A minimum of one operable toilet for every twelve males and a of one operable shower for every eight males.

Female: A minimum of one operable toilet and one shower for every eight females.
 - (4) one operable wash basin with hot and cold running water for every twelve occupants;
 - (5) natural light;
 - (6) beds above floor level;
 - (7) a locker for each occupant with individual lock;
 - (8) electrical lights to supplement natural light as required.

- (b) The facility shall comply with, and there shall be documentation as required by ICE from an independent, qualified source acceptable to the Contracting Officer, that:
- (1) lighting is at least 20-foot candles at desk level and in the personal grooming area;
 - (2) circulation is at least 15 cubic feet of circulated air with a minimum of 5 cubic feet of outside air per human occupant;
 - (3) Winter temperature range is 68 - 74 degrees Fahrenheit. Summer temperature range is 72 - 78 degrees Fahrenheit.
 - (4) noise levels do not exceed 70 decibels in daytime and 45 decibels at night.

3. **Separate Juvenile Requirements:**

- (a) The juveniles must be kept completely sight and sound independent from the adults at all times.
- (b) Access to the juvenile facility must be from the exterior of the facility. It cannot be commingled with the adult areas.
- (c) The juvenile portion of the facility must have its own hard perimeter. This may be adjacent to the adult facility; however, no entrances may proceed from the juvenile portion of the facility to the adult facility.
- (d) The juvenile facility must have its own medical exam room so juveniles do not have to enter the adult facility.
- (e) No cells are to be utilized for juveniles. The only authorized layout will be in dormitory style, with separate dorms for male and female juveniles.
- (f) Juvenile facility staff must be comprised of males and females. Additional on juvenile issues, etc., must be provided to these individuals. Their training should be similar to state requirements for those staff that work in juvenile secure and shelter type facilities.
- (g) The juvenile unit must have its own separate day room with multi-purpose tables for meals and recreation.
- (h) A separate time-out room must also be developed to ensure the safety of the juvenile migrants. This room must be a minimum of 100 square foot and must contain furniture that is permanently affixed to floor or wall. Traditional stainless steel type furniture is not acceptable for this room. The room must also contain bathroom fixtures that are concealed from view in a manner that provides some degree of privacy without compromising security. The room must be constructed in such a way that a staff person can constantly monitor the juvenile who has been placed there.
- (i) The juvenile unit must have interlocking entrance doors at the front entrance.
- (j) A separate small outdoor area should be provided (segregated by both sight and sound from the adults) which will include a minimum of 500 SF for a recreational area and basketball hoop.

- (k) The juvenile unit must also include a minimum of one contact and one non-contact visitation rooms.
4. The contractor shall provide one segregation room for each twenty-five (25) detainees. The contractor shall provide a minimum of forty (40) segregation rooms under this contract. Five (5) of the segregation rooms must be designated for female use only, must be separated by both sight and sound from the male segregation rooms, and must be located adjacent to or within the proximity of the female housing area[s]. The female segregation rooms also may not be located adjacent to or in the proximity of the male segregation rooms in accordance with INS Detention Standards. All segregation rooms shall have:
- (a) The following physical characteristics;
 - (1) a floor area of at least 70 square feet;
 - (2) a bed above floor level, desk or writing space and stool; and
 - (3) a door which permits observation by staff, and a room design which permits detainees to communicate with staff.
 - (b) Continuous access to the following facilities
 - (1) above floor toilet facilities;
 - (2) hot and cold running water;
 - (3) natural light; and
 - (4) access to showers which are separate from the other living areas.
 - (c) The following characteristics as documentation by an independent, qualified source acceptable to the Contracting Officer, that:
 - (1) Lighting is at least 20-foot candles at desk level and in the personal grooming area;
 - (2) Circulation is at least 15 cubic feet of circulated air with a minimum of 5 cubic feet of outside air per human occupant;
 - (3) Winter temperature range shall be 68 - 74 degrees Fahrenheit. Summer temperature range shall be 72 - 78 degrees Fahrenheit.
 - (4) Noise levels do not exceed 70 decibels in daytime and 45 decibels at night.
5. The contractor shall provide an alien reception and release/intake area located inside the security perimeter but outside detainee living quarters, with the following components

- (a) One detainee search room of at least 30 square feet.
- (b) Four (4) temporary holding rooms "Type A", as defined by the INS, "HOLD ROOM DESIGN STANDARDS," LATEST EDITION, ATTACHMENT #1. Two (2) hold rooms shall have a minimum capacity of 20 persons. The remaining two (2) hold rooms shall have a minimum capacity of 5 persons each. Each holding room shall have HEPA filtration if air is re-circulated into the system. Each hold room shall have the capability for the viewing of Government supplied Detainee Rights video (TV/VCR/DVD). Access to these rooms shall not be through ICE or EOIR space.
- (c) Processing area with counter and space for ID/photo/fingerprint of detainees.
- (d) Medical screening room.
- (e) Shower facilities (one for every ten individuals in the intake area); 04 showers required.
- (f) Secure vault or room with property exchange counter for the storage of detainee personal property; at a minimum, one or more rooms containing at least 1,000 square feet total for storage of detainee property; contractor shall provide shelving and/or a storage system for baggage and bulk storage including alien's personal clothing.
- (g) Detainee institutional clothing exchange and storage room.
- (h) Telephone facilities; (minimum of four (4)) - one in each hold room. (Reference Subsection 13, paragraph F.).
- (i) 60 square feet interview/visitation room.
- (j) Five (5) 100 square foot rooms in the intake area for ICE use to process detainees.
6. Three (3) weapons lockers, located outside the security area, and equipped with a minimum of twelve (12) individual compartments, each compartment with an individual lock and key. One weapons locker shall be located outside the door at the reception and release area.
7. When males, females and family units house detainees in the same facility they shall be provided separate quarters which are separated visually and acoustically and do not allow unauthorized access between the separate areas.
8. The contractor shall provide physical security measures to ensure personnel, detainees, and properties are adequately safeguarded. The facility design shall incorporate a security perimeter that prevents unauthorized ingress and egress from either within or outside the facility.
9. All entrances and exits to and from the security perimeter (other than emergency exits) shall be by way of a secure sally port. There shall be a secure sally port outside the reception and release area that is large enough to accommodate two (2) commercial (50-passenger) buses. Buses must be able to enter and exit the sally port without having to back up.
10. The facility has travel distance to exits within the limits specified by the Life Safety Code Handbook, published by National Fire Protection Agency, as follows:

<u>AREA</u>	<u>NON SPRINKLED</u>	<u>SPRINKLED</u>
Dormitory	100 Feet	150 Feet
Work Area	100 Feet	150 Feet
High Hazard Areas	75 Feet	75 Feet
Dining, Recreation	100 Feet	200 Feet
Office Areas	200 Feet	300 Feet

10. There shall be at least two identifiable exits in each detainee housing area/cell block and other high-density areas to permit the prompt evacuation of detainees and staff under emergency conditions. The location of the exits shall be in accordance with the applicable fire codes.
11. There shall be space for the secure storage of restraining devices and related security equipment. The equipment shall be located in an area that is readily accessible to authorized persons only.
12. The facility shall contain 10,500 square feet of day room space or day rooms must provide a minimum floor area of 35 unencumbered square feet per detainee expected to occupy the area at one time and be situated immediately adjacent to the detainee sleeping area. The contractor shall provide sufficient day room space dedicated to social or sedentary indoor activities. The total square footage utilized for day room space must be acceptable to the Contracting Officer.
13. The contractor shall provide sufficient indoor recreational equipment to support an active and passive recreation program.
14. There shall be a separate indoor exercise area of an additional 1,000 square feet of unencumbered space with a ceiling height of 18 feet is required. This area should contain equipment appropriate for indoor exercise needs.
15. There shall be a minimum of one outdoor exercise area of a size consistent with the size of the detainee population and scheduling requirements. Outdoor exercise areas in facilities where 100 or more detainees utilize one recreation area--15 square feet per detainee for the maximum number of detainees expected to use the space at one time, but not less than 1500 square feet of unencumbered square feet. Outdoor exercise areas in facilities where less than 100 detainees have unlimited access to an individual recreation area--15 square feet per detainee for the maximum number of detainees expected to use the space at one time, but not less than 750 square feet of unencumbered square feet. Each outdoor recreation area shall be of sufficient square feet as described above and contain equipment appropriate to outdoor exercise needs.
16. All dayroom and outdoor recreation requirements shall be in accordance with American Correctional Association, "STANDARDS FOR ADULT LOCAL DETENTION FACILITIES (including "1996 Supplemental Standards")." Exceptions will be made for a facility that has current accreditation and was accredited under pre-existing ACA standards.
17. Visitation
 - A. The facility shall contain a minimum of three (3) contact visiting rooms of, 75 square feet each. Contact visiting rooms must be sufficiently soundproofed to maintain audio privacy for persons within those rooms.

- B. The facility shall contain a minimum of Eleven (11) additional non-contact cubicles. These cubicles must be sufficiently soundproofed to maintain audio privacy for normal conversations.
18. The contractor shall provide space for its administrative, professional and clerical staff, which shall include conference rooms, employee lounge, male/female locker room with showers and toilets, storage room for records, public lobby with toilet facilities.
 19. There shall be at least one multipurpose room, in addition to the dayroom, available for detainee activities such as religious services, educational programs or library. Floor area in an amount of 300 square feet (200 square feet for the first 100 aliens and one square foot for each additional alien of capacity) shall be provided.
 20. There shall be a separate room shall be dedicated for detainees to obtain hair care services. The room shall be located so as to permit observation by staff and not be used for food preparation or storage.
 21. There shall be closets for the storage of cleaning equipment that are well ventilated and furnished with a sink and located in each principal area of the facility. All closets shall be tamper resistant, secure, and inaccessible to detainees. Cleaning chemicals shall not be stored within the dorm/dayroom areas. Access to storage rooms containing cleaning chemicals shall not be from within the detainee dorm/dayroom areas. Only contractor personnel are authorized to dispense cleaning chemicals to the detainees. These chemicals shall be appropriately diluted prior to dispensing to the detainees.
 22. The contractor shall provide storage space for clothing, bedding and facility supplies and equipment. Areas shall be secure and inaccessible to detainees. All materials shall be securely stored within the designated storage rooms. Temporary storage of these items outside the designated rooms shall not be permitted.
 23. The contractor shall provide separate and adequate space for all mechanical maintenance equipment, as well as appropriate building and grounds maintenance equipment. This component includes shop, storage spaces and staff work spaces required for the physical upkeep of the facility and site.
 24. The contractor shall provide in the medical (health care) unit, in addition to office space, examining room(s) and secured storage the following rooms: (See attachment 6)
 - a. Four (4) general medical wards each capable of housing four (4) detainees, with a toilet and a sink in each room.
 - b. Two (2) Respiratory Isolation rooms, each capable of housing one (1) detainee, with a toilet and sink in each room. Each room shall have an atrium with a hand-washing sink.

Each room shall:

 - (1) conform to "Type A" hold room requirements, (ATTACHMENT #1).
 - (2) contain a ventilation system in conformance with "Supplement 3: Engineering Controls," Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health - Care Facilities, 1994, as provided in the INS Health Care Program Policy Manual*

- c. A common bathing room that includes a handicap-accessible bath tub to be used by both medical isolation rooms.
 - d. A secured room in which to accommodate a pharmacy. The room shall have a cashier type window to distribute medication. Additionally, all windows and doors are to be alarmed and unique locks shall be installed on all medication storage cabinets.
25. Contractor shall provide, as a minimum, office space for the EOIR personnel in the amounts and to the specifications of that listed in Section J, Attachment #13

Hearing room to be complete with dais and sally port to the security perimeter, and shall at a minimum include the following: A table for the detainee and his/her attorney(s), a lectern, and rail dividing the public from the court. The hearing room should be designed to provide optimum acoustics. (Attachment # 13). Security and communication systems to be provided in the hearing room include a microphone, a telephone/external speaker-phone (telephone equipment capabilities shall include telephonic transmissions via full duplex provisions), duress alarm signal at the judge's bench and video monitoring of the space.

ICE shall provide as Government furnished property (GFP) the following courtroom furnishings:

- A- Judges' bench
- B- Pews for public seating

The contractor shall ensure that any stairwells and doorways for access to the courtroom shall accommodate the installation and removal of the furnishings to and from the facility. All such doors shall be a minimum of 42 inches wide.

The Telephonic/Video hearing-conference room shall have a large conference table capable of seating a minimum of six (6) people; as well as separate seating for five (5) people within the room; provide standard gypsum board with metal stud framing, with an S.T.C. rating of 40-45 equivalency.

If these rooms are co-located with other ICE personnel, separate rooms are not required for the Immigration Judge Staff. However, the rooms must be located adjacent to the Immigration Judge's staff to permit access without having to pass through the detention areas.

- (b) Attorneys: 4 private offices of 150 square feet each.
- (c) Attorneys' clerical staff (4 employee): 60 square feet each located adjacent to attorneys' offices.
- (d) Supervisory Detention and Deportation Officer: 3 private offices of 250 square foot to be located in the administrative area.
- (e) Deportation Officer: 14 private offices of 120 square feet each to be located in the administrative area.
- (f) Deportation clerical (14- employees): 1400 square feet located in open space adjacent to Officers' offices to be located adjacent to (e) above.
- (g) Supervisory Detention Enforcement Officer: 4 private offices of 200 square feet to be located in the administrative area.

*Copies of the INS Health Care Program Policy Manual are available upon request and made part of this contract.

- (h) Detention Enforcement Officers (40 employees) 2,000 square feet to be located in the detention adjacent to receiving and discharging area. Cubicle type work areas are preferred. At a minimum, 10 cubicles will be required, each with 1 dedicated computer drop connection, and 2 additional electrical outlets. A minimum of four telephones lines will be required for this work area with three additional dedicated data lines for ICE identification systems.
 - (i) The Service area shall be separated in such a manner that only ICE personnel have access. The contractor shall not have access unless ICE personnel are present.
 - (j) The Contractor shall provide private male and female restrooms for ICE personnel. There should be at a minimum, two sets of restrooms; one in the Detention Enforcement Officer's area, and another in the immediate area of remaining ICE employee's offices. These restroom areas are in addition to the office square foot requirements contained elsewhere in this Performance Work Statement.
 - (k) The Contractor shall provide storage room for excess furniture/equipment 800 square feet to be located in the administrative area.
 - (l) The Contractor shall provide an armory for ICE to be located in the administrative area consisting of 100 sq. ft. See attachment 14 for specific requirements.
26. Contractor shall provide public areas as follows: public waiting room, public receptionist/security post with counter, public weapon lockers, small lockers for purses, visitor processing area with metal detector, a drinking fountain nearby, vending machines, public telephones, and public restrooms.
27. Contractor shall provide free parking spaces, for the exclusive use of the government, as follows:
- 74 ICE employees
 - 40 ICE government vehicles
 - 3 Buses
 - 12 Executive Office of Immigration Review (EOIR)
 - 10 ICE visitors
 - 60 Detainee visitors
- Contractor is to mark parking spaces accordingly. Proposed marking of spaces are to be approved by COTR before marking. Parking areas must be provided with lighting to allow for adequate security during the night. INS PARKING AREA MUST BE SECURE WITH LIMITED ACCESS CONTROL. Area is to be surrounded by security fencing, and will include both vehicle and pedestrian gates. Access through vehicle gate may be by card reader or keypad. Handicapped parking must be provided in accordance with local zoning codes. The parking area for ICE employees must be near the building and located in a manner that allows easy access to the entrance of the building.
28. Contractor shall provide sufficient parking spaces for contractor employees and visitors either adjacent to or in close proximity to the facility.
29. Contractor shall provide a break-room large enough to accommodate government employees (approximately 75). Contractor will provide drinking fountains, a sink with hot/cold running water, counter space, shelf space, electrical hookup for a refrigerator, and chairs & tables for employees in the break-room. Drinking fountains shall be provided in the administrative area.
30. The facility shall meet handicapped access requirements.
31. There shall be a separate designated kitchen area for food preparation that fully meets all state and local sanitation requirements.

32. The contractor shall provide adequate space, allowing ICE designed DTS-II provider to install detainee telephones and enclosures within detainee designated areas to provide reasonable access for detainees to utilize DTS-II telephones. The contractor will provide adequate wall space within designated detainee areas for total number of detainee telephones based on a ratio not to exceed 20 detainees per telephone. The contractor will also provide space in a designated telephone closet. Closet space shall not be less than four feet wide by six feet long by eight feet high. The closet will be air conditioned to maintain temperatures between 65 – 75 degrees and be a secured environment where only authorized personnel can enter. The designated DTS-II telephone closet can coincide with other existing telephone service provided; however, such closet shall have limited authorized access. The DTS-II contractor shall be allowed to install vending debit machines in the commissary and shall receive 100 percent of all revenues collected by commissary sale of prepaid debit services. The DTS-II provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The contractor shall provide open metal conduit and/or flex of at least one inch in diameter to those areas designated as accessible for DTS-II phone placement. The DTS-II provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS-II, and the maintenance and operation of the system. The contractor will not be entitled to any commissions, fees or revenues generated by the use of the DTS-II.
33. The contractor shall provide two (2) temporary holding room "Type A", as defined by the INS, "HOLD ROOM DESIGN STANDARDS," LATEST EDITION, ATTACHMENT #1. The hold room shall be 200 square feet, located adjacent to the EOIR area. This room shall be utilized for the staging of detainees awaiting hearings. Sufficient space located outside the hold room is required for a security officer.
34. Securable room for ICE files and computers, minimum of 600 square feet to be located in or adjacent to the administrative area.
35. All government areas shall be equipped with sufficient conduit to wire computers and the federal telephone system.
36. All government areas to be equipped with adequate and accessible power outlets including dedicated outlets as needed for ICE equipment, e.g., copiers, fax machines, computers, etc.
37. Provide 400 square foot conference room and provide conduit and wiring for Government furnished and installed telephone system telephones in or adjacent to the administrative area.
38. The contractor shall provide ICE "employee only" male/female locker rooms with restrooms and showers. Male Locker room must be large enough for 55 full size (gym type w/pad locks) lockers, 4 shower, two toilets one urinal, and two sinks. Female locker room must large enough for 20 full size (gym type w/pad locks), 2 showers, three toilets, and two sinks. Both locker rooms shall have bench style seats. The Contractor shall provide lockers.
39. The contractor shall provide a 300 sq ft carpeted exercise room for government employees that will be located nearby with easy access to these locker rooms. There will be two each, four outlet 120 V electrical outlets on each wall. The Government will provide the equipment for this room.
40. The contractor shall provide secure space within the secure perimeter, either a dedicated room or within a multipurpose room for books and materials to provide a reading area - "Law Library" - in accordance with service policy and procedures. (See ATTACHMENT #4).
41. The Contractor shall provide a complete building preventative and corrective action maintenance plan for the Contracting Officer or COTR review and approval.

SUBSECTION 6. SAFETY AND EMERGENCY PROCEDURES

- A. The facility shall comply with all applicable federal, state and municipal sanitation, safety and health codes. The contractor shall provide copies of the certificate(s) that document the compliance with these codes to the Contracting Officer prior to issuance of the notice to proceed.
- B. The contractor shall provide written policy and procedure that specify the facility's locally approved fire prevention plan and procedures to ensure the safety of staff, detainees, and visitors, to the COTR. The plan shall include, but is not limited to: provision for an adequate fire prevention service; a system of fire inspection and testing of equipment by a local fire official at least quarterly; and availability of extinguisher at appropriate locations through the facility. There shall be a fire and safety inspection of the facility at least weekly by a properly trained and qualified Safety Officer, and documented to the COTR. The Contractor shall provide a locally certified fire alarm and smoke detection system covering every area of the facility. All safety and emergency inspections shall conform to the applicable ACA standards. ICE may perform inspections as deemed necessary to assure compliance with all Health, Safety and Emergency procedures.
- C. The contractor shall comply with all applicable federal, state, and municipal safety regulations in the performance of this contract. The contractor shall prepare a complete report and provide it to the COTR within 2 working days of any job-related injury.
- D. The contractor shall assure that the facility is a smoke free environment.
- E. The contractor shall prepare a written evacuation and alternate staging plan for use in event of fire, major emergency or should the facility become unfit for its intended use. The contractor shall obtain written certification from a fire department inspector that the evacuation plan meets national fire safety codes. The contractor shall review the plan annually. The contractor shall update the plan as necessary and reissue to the local fire jurisdiction and the COTR. (See SUBSECTION 10, Paragraph N). The plan shall include:
- (1) location of building/room floor plans;
 - (2) use of exit signs and directional arrows for traffic flow;
 - (3) location of publicly posted plan;
 - (4) at least quarterly staff drills of all facility locations; and
 - (5) temporary staging location and method of controlling detainees removed from the facility during an emergency for a period not to exceed twelve (12) hours or as directed by the COTR.
- F. The contractor shall establish written policy and procedure specifying a primary and secondary means for the prompt release of detainees from locked areas in case of emergency.
- G. The contractor shall train all facility personnel in the implementation of all written emergency plans. (See SUBSECTION 3, Paragraph H (21)(D)).
- H. The contractor shall establish a written policy and procedure governing the storage of all flammable, toxic and caustic materials in accordance with all applicable laws and regulations. (See SUBSECTION 10, Paragraph K).
- I. The contractor shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power and communications in an emergency. The contractor shall provide a plan detailing the location of master control-panels, valve shutoffs as well as the areas supported by the emergency power and communications systems, to the COTR.

- J. The contractor shall ensure that all exits are distinctly marked, kept clear and in usable condition.
- K. The contractor shall provide documentation, by an independent qualified source that both the interior finishing materials in living areas, exit areas and places of public assembly conform to recognized national safety codes and are in accordance with the facility materials specifications as prescribed by the project architect.
- L. There shall be at least two separate and identifiable exits in each detainee living area and other high-density areas to permit the prompt evacuation of detainees and staff under emergency conditions. These exits shall lead directly to a hazard free area where direct supervision in accordance with the contractor's approved policies and procedures shall be provided.
- M. The contractor shall install an emergency facility lockdown system comprised of electronic locking mechanism to control all entrances/ exits at the perimeter of the facility. This system shall have a remote override system, with controls located at the central control room. THE FACILITY SHALL ALSO ENSURE THAT ELECTRONIC RELEASE MECHANISMS IN THE CONTROL AREA CAN BE LOCKED OUT IN THE EVENT OF AN EMERGENCY TO ENSURE NO RELEASE MAY BE MADE FROM THE INTERIOR OF THE FACILITY SHOULD THE CONTRACTOR LOSE POSSESSION OF THE CONTROL ROOM.

SUBSECTION 7. SANITATION AND HYGIENIC LIVING CONDITIONS

- A. The contractor shall provide a program for the control of vermin and pests. This program shall include monthly inspections and treatments as necessary. A licensed pest control specialist shall perform all inspections and controls. The contractor shall provide documentation of all inspections and corrective actions when accomplished to the COTR.
- B. The contractor shall provide written certification prior to occupancy that the facility water supply meets all applicable laws and regulations of the governing jurisdiction, to the COTR.
- C. The contractor shall have a daily housekeeping plan for the facility's physical plant. The contractor shall make arrangements and be responsible for periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to applicable health and sanitary requirements. All facility maintenance (including janitorial service) is the responsibility of the contractor.
- D. The contractor shall keep all facility floors, hallways, and exists free of barriers, impediments, and hazardous substances.
- E. The contractor shall provide for both liquid and solid waste disposal. The Contractor shall provide for training about and handling of liquid and solid waste disposal, hazardous waste, and pesticides in accordance with Federal, State and local regulations.
- F. The contractor shall provide for the issuance of clean, suitable and presentable clothing to all detainees consisting of: A) a uniform or jumpsuit which shall aid in identifying the detainees and their designated classification and work area assignments, B) footwear, and C) three (3) new sets of appropriate undergarments consisting of cotton shorts/briefs, panties, thermal long sleeve top (cotton poly blend), brassieres and socks upon being booked into the facility. Items listed in C) above shall not be reissued to any other detainee and shall be disposed in accordance with the contractor's policy and procedures. Uniforms or jumpsuits shall be cleaned, dried and reissued at least twice weekly, scheduled at least three (3) days apart, to each detainee. The contractor shall provide for the cleaning of undergarments every other day and shall ensure the same undergarments are returned to the appropriate detainee. The contractor shall use individual mesh laundry bags, which are identified with the detainee's name/number. The contractor shall ensure that all laundry is cleaned and dried using standard commercial practices. The contractor shall maintain all garments and footwear in good condition and replaced as necessary. The contractor shall provide the appropriate seasonal outerwear when necessary for movement of detainee(s) outside the facility. Detainees shall not be allowed to wear personal clothing or a mixture of issued and personal clothing.
- G. The contractor shall provide for the issuance of suitable linen and towels as described below, to detainees. The standard issue of bedding shall include 2 sheets, 1 pillow, 1 pillowcase, and 1 noncombustible mattress with cover and clean blankets to provide comfort under existing temperature conditions. The contractor shall provide a clean towel and bed linen at least twice weekly, scheduled at least three (3) days apart, to each detainee.
- H. The contractor shall provide at no cost articles necessary for maintaining personal hygiene to each detainee. Each detainee shall have soap, toothbrush, toothpaste or powder, a comb and toilet paper. The contractor shall provide shaving equipment and hair care services upon request, and shall provide for the special hygiene needs of women.
- I. The contractor shall ensure the water temperature for showers or bathing is thermostatically controlled to ensure the safety of the detainees.
- J. The contractor shall provide hair care services by individuals skilled in hair care. The facilities used for hair care shall be located so as to permit observation by staff and equipment and shall be stored securely when not in use. The hair care area shall meet all applicable state and local sanitation requirements.

SUBSECTION 8. HEALTH CARE SERVICES

- A. The U.S. Public Health Service (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of the ICE. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven days per week. See Attachment 6 for space requirements.
- B. USPHS will provide prescribed and over-the-counter medicine, control and administer all medications.
- C. The Contractor shall provide for space, and equipment, and maintenance necessary to operate a medical unit staffed and operated by the USPHS. The Contractor shall provide the equipment listed in Attachment 6, and shall maintain the equipment for use by the health care provider.
- D. The contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, security shall post to the unit 24 hours a day, seven days a week. The contractor shall coordinate and escort detainees to the medical clinic for sick call, appointment and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. Throughput for a clinic of this size could be as high as 200+ patients a day. Escort personnel will have to be assigned by the contractor accordingly.
- E. The Contractor shall provide a comprehensive plan and procedure to safeguard officer employees against exposure of blood borne pathogens as prescribed by OSHA. Contractor employees working in the area with detainees with communicable diseases must comply at all times with the requirements of 29 CFR 1910.134. The Contractor shall furnish all necessary equipment and employee testing to comply with these requirements.
- F. The Contractor shall immediately notify the COTR and USPHS if a detainee must be removed from the general population if a communicable or debilitating physical problem is suspected. The USPHS will provide all subsequent instruction for detainee treatment, disposition of records, administration of any medications of any kind, and similar matters relating to detainee medical treatment. The Contractor shall provide written policy and procedures that define medical emergency evacuation of detainee(s) from within the facility. Behavior problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Contractor.
- G. The Contractor shall provide transportation, supervision, and security services for transporting detainees to the hospital and outside medical appointments as needed. This may require 24-hour per day coverage by the Contractor in the event that detainees are receiving off-premise medical hospitalization.
- H. The contractor shall provide the detainees written instructions for gaining access to health care services during intake processing. The Contractor shall ensure that these written instructions are explained to all detainees' in the detainees' native language, and orally in the detainees' native language to detainees who are unable to read, in accordance with Subsection 2 paragraph C. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care.

- I. The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.
- J. Contractor written policy and defined procedure shall require that detainee's written complaints are solicited and delivered to the medical facility for appropriate follow-up.
- K. Contractor written policy and defined procedure shall require that health care complaints are responded to and that sick call (to be conducted by a USPHS personnel) is available to detainees daily. If a detainee's custody status precluded attendance at sick call, arrangements must be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.
- L. The USPS shall provide to the contractor and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility, as necessary, to allow quick access. The Contractor is responsible for the installation of the first aid kits.
- M. ALL EMPLOYEES shall have current certification in emergency first aid procedures, including Cardiopulmonary Resuscitation (CPR). (References Subsection 3, paragraphs D and H (9)).
- N. Training program (see subsection 3, paragraphs A through E) for the facility staff, is established by the responsible health authority in cooperation with the Facility Administrator, and provides instruction in the following areas:
 - (1) The ability to respond to health related situations within four minutes;
 - (2) Recognition of signs and symptoms, and knowledge of action required in potential emergency situations;
 - (3) Administration of first aid and Cardiopulmonary Resuscitation (CPR);
 - (4) Methods of obtaining assistance;
 - (5) Recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency and;
 - (6) Procedures for patient transfers to appropriate medical facilities or health care providers;
 - (7) Administration of medication by non-medical personnel;
 - (8) Use of universal precautions.

Note: In the event it is determined that an injury or illness was caused by the contractor, a cure letter will be issued. This cure letter will state the problem(s) (deficiencies), indicate remedial action(s) and request a written reply. (The remedial action(s) must be taken immediately. The written reply will be due within ten (10) days.)

Failure to take corrective action(s) immediately could result in contractual monetary adjustment for action(s) taken by ICE to correct the deficiencies or possible contract termination.

***Note refer to section F – Deliveries and Performance - Submittal Date for guidance on the required delivery dates for all submittals. (Submittal shall be submitted through the COTR to the Contracting Officer).**

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SUBSECTION 9. FOOD SERVICE

- A. The contractor shall furnish documentation annually that a registered dietician or nutritionist has reviewed the menu and shall certify compliance with the dietary allowances as published by the National Academy of Science, to the COTR. The documentation and certification shall be submitted prior to opening and at least annually thereafter. Preparation of the menu shall account for the cultural diversity and dynamics of the detainee population. The registered dietician or nutritionist shall sign the menu indicating approval of nutritional adequacy.
- B. The contractor shall serve only meals that comply fully with the approved menu. The contractor shall prepare menu cycles, proposed menu changes seven days in advance of the next cycle, or proposed implementation date for review and approval by COTR. A minimum of twenty-one day cycle shall be used. The contractor shall provide notification of any substitutions or changes in the meals actually served on the menu by a registered dietician or nutritionist in accordance with paragraph A above. The contractor shall not make any substitutions or changes to the menu or the actual meals served without prior written approval of the COTR.
- C. Menus shall be evaluated at least monthly by facility food service staff to verify adherence to the nationally recommended daily servings or servings as directed by the facility physician. A file of tested recipes adjusted to a yield appropriate for the size of the facility is to be maintained on the premises for review by the COTR as necessary.
- D. The contractor shall prepare all meals on-site. The contractor shall provide a written emergency food service plan to the COTR in the event of non-availability of meals at the facility. The contractor shall provide a separate room for meal preparation, servicing and handling of food, which is utilized exclusively for this purpose.
- E. Meal preparation shall emphasize food flavor, texture, temperature, appearance and palatability. Food should be served as soon as possible after preparation and at an appropriate temperature. The COTR and Contracting Officer reserves the right to monitor palatability, appearance, temperature and texture. The contractor shall not use pork or products containing pork in any menu item under this contract.
- F. The contractor shall immediately provide for special dietary needs as prescribed by appropriate medical/dental personnel or as directed by the COTR and, to the extent possible in compliance with the recognized religious or medical needs of the population. Special diets should be kept as simple as possible and should conform as closely as possible to the foods served the other detainees.
- G. The contractor shall provide three meals at regular meal times during each 24-hour period. No more than 14 hours between the evening meal and breakfast and a minimum of two hot meals every 24 hours shall be allowed. A minimum diet in every 24-hour period must consist of the full number of servings, which meet provisions of the recommended dietary allowance. Meal service shall be in accordance with the contractor's approved policy and procedure.
- H. The contractor shall provide either the evening meal or a sack lunch for detainees who arrive at the facility after the evening meal. Contractor shall provide a sack lunch for detainees, in custody and who are absent during any meal. Upon request, sack lunches shall be provided for detainees in transit.
- I. Sack meals shall consist of:
- 1 Sandwich - Meat (2 oz. Total of Protein to include any of the following: Beef/Chicken/Turkey) & Cheese
 - 1 Set Condiments (Mustard/Mayonnaise)

- 1 Medium Fresh Fruit (locally available)
- 1 Carton Milk/Juice Punch (8 oz.)
- 1 Napkin

Sack meal sandwiches shall be individually wrapped to protect against deterioration as well as to promote sanitation.

Sack meals shall be packaged in disposable boxes or bags and stored in insulated containers, which shall maintain temperatures of 45 degrees Fahrenheit. Bags/boxes should be marked with the date and time of preparation on the outside. Sack meals that exceed twenty-four hours (24) from the time of preparation shall be considered expired and not provided to detainees.

- J. The contractor shall not use withholding of food as a means of discipline or punishment.
- K. The contractor shall designate a staff member experienced in food service management to be responsible for food service and operations.
- L. There shall be group dining, except where security or safety considerations justify other procedures.
- M. The contractor shall ensure that all meals be served under direct supervision of security officers.
- N. The contractor shall ensure there are:
 - (1) Weekly inspections of all food service areas, including dining and food preparation areas and equipment;
 - (2) Sanitary temperature-controlled storage facilities for all foods;
 - (3) Daily checks of refrigerator and water temperature by administrative, medical or dietary personnel;
 - (4) Adequate loading/unloading areas and garbage disposal facilities.
- O. The contractor shall ensure that food service facilities, equipment, preparation and serving of meals as well as all cleanup and disposal meet all federal, state and local safety and health standards, as applicable, and that food service personnel comply with applicable health regulations.
- P. The contractor shall ensure that the supplies delivered under this contract comply with the Federal Food, Drug, and Cosmetic Act, Meat Inspection Act, and applicable regulations. This requirement shall apply regardless of whether or not the supplies have been shipped in interstate commerce.
- Q. The contractor agrees that livestock products purchased for consumption under this contract shall be purchased only from firms conforming to the requirements of the Humane Slaughter Act of 1958 (7 U.S.C. 1901-1906).
- R. The COTR may conduct sanitary inspections and product examinations at any time and at any location where food or food products for this contract are processed, prepared, handled, stored, distributed from or served. The contractor shall supply the COTR with a directory of all sources of supply, the time and date of receipt of raw materials, supplies, and schedules for food preparation and serving.
- S. The contractor shall provide a canteen, over which strict operational and fiscal controls are maintained, from which detainees, using their funds, can purchase items not furnished by the facility. The COTR shall regularly review and approve the items to be sold. The price of the items shall not be higher than the average community retail price. The proceeds shall be placed in the detainee recreation/ welfare fund account. These funds shall not be commingled with any other funds, and shall be utilized by the contractor

only to provide additional goods and services which benefit the well being of the detainees as directed by the COTR and approved by the Contracting Officer. Any expenditure of funds from this account shall only be made with approval of the Contracting Officer. At the end of the contract period or as directed by the Contracting Officer, a check for any balance remaining in this account, along with any accrued interest, shall be made payable to the **Treasury General Trust Fund**.

- T. The COTR may conduct, at ICE expense, laboratory sampling and analysis on any food, food product, or component thereof provided under this contract. Frequency of government verification laboratory testing shall be either on a lot-by-lot basis or skip lot basis. The intensity frequency sampling shall be at the discretion of the COTR and of sufficient extent to assure the Contracting Officer that the contractor is meeting all requirements. All government laboratory analysis shall be conducted in government or government approved laboratories with the exception that the Hobart Fat Percentage Measuring Kit, Model 101, may be used to determine the fat content of ground beef. Government verification laboratory analysis shall be conducted to determine product compliance and/or inadequacy of the contractor's laboratory testing procedures, results, or facilities. Samples taken by the COTR for testing shall be at the Contractor's expense.

- U. COTR reserves the right to reject any food, product, or component failing to meet testing and analytical standards.

SUBSECTION 10. SECURITY AND CONTROL

- A. The contractor shall provide written policy, plans, and procedures for security and controls including procedures for emergencies, contained in a manual provided to all staff for their review. Each staff member shall certify in writing that they have read, fully understand, and agree to comply with the procedures outlined in the manual. The contractor shall maintain staff certifications and make them available to the Contracting Officer or the COTR upon request. The contractor's comprehensive security plan shall include, at a minimum, the following physical security controls: environmental surroundings; barrier/perimeter protection; protective lighting; employee parking; access control devices; intrusion detection system; closed circuit television; and design fabrication for dormitories, segregated cells, and processing holding area.
- B. The contractor shall provide written policy, plans, and procedures for the supervision of detainees while in the custody of the contractor to the COTR.
- C. The contractor shall provide the facility with a control center and sufficient staff to provide full 24-hour coverage of designated security posts, surveillance of detainees, and to perform all ancillary functions including but not limited to escorting detainees to EOIR hearings and the medical unit. Only COTR approved security officer(s) shall perform around-the-clock supervision and regulation of detainee movement.
- D. The contractor shall provide direct supervision in all detainee areas to permit officers to hear and respond promptly to emergency situations. There will be a sufficient number of guard posts within or immediately adjacent to all detainee-housing areas. When a guard post is located outside of a detainee area, the guard must be able to clearly view into the area and hear sound without electronic aid to ensure prompt response to emergencies or inquiries from detainees. A minimum of 1 officer per forty (40) detainees must be on post and a minimum of one (1) officer must be assigned specifically to monitor each housing unit containing forty or more detainees. Under no circumstance will an officer be assigned to monitor more than two (2) housing units, even when the total detainee population is less than forty (40).
- E. The contractor shall establish a control room logbook that contains a written record prepared by the control room officer, of the following, for each shift:
- (1) personnel on duty;
 - (2) detainee population chart (detainee counts, shakedowns etc.);
 - (3) detainee movement in and out of the facility
 - (4) shift activities (security checks, meals, recreation, religious services etc.);
 - (5) entry and exit of attorneys and other visitors; and
 - (6) unusual occurrences.
- F. The contractor shall provide a system which documents and monitors detainee movement and physically counts detainees at least four (4) times per day with no less than one detainee count per eight hour shift. The contractor's proposed system shall be subject to the approval of the Contracting Officer or COTR prior to installation.
- G. The contractor shall ensure that there be at least daily inspections of all security aspects of the facility, conducted by a properly trained security officer as approved by the COTR. All bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors and other security facilities shall be checked carefully for operational wear and detainee tampering. The contractor shall provide written reports of these inspections daily to the Facility Administrator and the COTR. All defective equipment shall be replaced or repaired immediately.
- H. The contractor shall conduct thorough searches for contraband twice monthly of all detainee living quarters and other areas to which detainees have access, as well as, all vehicular traffic and supplies entering and leaving the facility. Searches shall be unannounced and irregularly timed and shall be conducted with minimum disturbance to detainee possessions. Only contraband items shall be confiscated. Records of searches shall be prepared and maintained. A copy shall be provided to the COTR as part of the daily incident or activity report.

- I. The contractor shall provide a written policy and procedure governing the control and use of keys. All ICE and EOIR areas shall have a separate key control system as prescribed by the ICE. Fire and emergency keys for the facility shall be made available in both the contractor's administrative area and the ICE administrative area.
- J. The contractor shall provide written policy and procedures governing the control and use of tools and culinary equipment. The control system must provide for tools brought into the facility by outside maintenance persons.
- K. The contractor shall ensure that detainees are never in possession of items such as lye, insecticide, antifreeze and denatured alcohol. Such materials shall be stored in secure areas that are inaccessible to detainees. (See SUBSECTION 6, Paragraph H.)
- L. The contractor shall prepare comprehensive post orders for each staffed post in the facility and provide to the COTR for review and approval prior to implementation. Any changes to post orders shall be submitted in writing and approved by the COTR prior to implementation. Post orders shall be available to all employees. All staff members shall certify in writing that they fully understand and agree to comply with all post orders prior to the officer being initially assigned to that post. Staff certifications shall be retained by the contractor and made available to the Contracting Officer or COTR upon request.
- M. The contractor shall provide written procedures, which govern the handling of escapes. The procedures shall be reviewed at least annually and updated as necessary. The COTR and Contracting Officer shall be notified immediately of any escape. The amount prescribed under the Performance Requirements Summary (PRS, Attachment 12) shall be deducted from the Contractor's invoice.
- (1) The contractor assumes absolute liability for the escape of any detainee in its custody.
 - (2) In addition, the Contracting Officer may make deductions due to nonperformance under the inspections clause(s) of the contract.
 - (3) Escapes shall be grounds for removal from duty of the employee(s) responsible if the employee(s) was determined to be at fault by the Government or the contractor. This is in accordance with SECTION C, SUBSECTION 2, Paragraph H(d) of the contract.
 - (4) Corrective actions shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due within five (5) days to the COTR.
- N. The contractor shall provide written plans, policies and procedures which have been fully coordinated with local officials and the Contracting Officer, that specify actions to be followed in emergency situations, including, but not limited to fire, disturbance, taking of hostages, and evacuation of the facility including the medical unit; these are to be made available to applicable personnel and reviewed and updated annually. The contractor shall have primary responsibility for the initial response to emergency situations. The COTR and Contracting Officer shall be notified immediately of any emergency as referenced in SUBSECTION 6, Paragraph E. The Contracting Officer reserves the right to take over temporary control of the operation of the facility at any time necessary to preserve the health, safety, and welfare of detainees and ICE employees. This action does not relieve the contractor of any responsibility or liability under this contract. The contractor shall obtain and provide to the Contracting Officer prior to the facility becoming operational, written certification that all such plans, policies, and procedures have been provided to the local officials. The contractor shall immediately provide all comments or concerns expressed by the local officials to the Contracting Officer.
- O. The use of physical force by facility personnel is restricted to instances of justifiable self-protection, protection of others, protection of property, prevention of escapes, and only to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. A verbal report shall be provided to the COTR immediately. A written report shall be prepared prior to the responsible officer(s) being relieved of their shift. A copy of the report shall be submitted within twenty-four (24) hours to the

COTR through the facility administrator.

The physical force report shall include: (Reference Subsection 4. Paragraph F.)

- (1) An accounting of the events leading up to the use of force;
- (2) An accurate and precise description of the incident and reasons for employing force;
- (3) A description of the injuries suffered, if any, and the treatment given and/or received, and;
- (4) A list of all participants and witnesses to incident.

In no case shall force be used as punishment or discipline.

P. (1) The contractor shall provide written policy, and procedure governing the use of restraint equipment. Restraints shall not be used in the facility except as stated in the policy and procedures or unless approved in writing by the COTR. In case of emergencies, verbal notification shall be provided to the COTR immediately and a written report shall be prepared and submitted to the COTR following all uses of restraint equipment. Instruments of restraint shall never be applied as punishment or for more time than is absolutely necessary. Instruments of restraint shall be used only (1) as precaution against escape during transfer; (2) for medical reasons, by direction of the medical authority; or (3) to prevent detainee self-injury, injury to others or property damage.

(2) The contractor shall ensure that restraint equipment is accurately inventoried and recorded.

Q. The contractor shall provide a written policy and procedure for the following:

- (1) Pat down inspections are conducted when there is a reasonable belief that the detainee is carrying contraband or other prohibited material.
- (2) Strip searches are authorized upon entry into the facility or after contact visits with persons other than the alien's attorney, and at all other times based on reasonable suspicion and approved by the facility administrator or his designee. All such inspections shall be conducted in privacy by at least two persons of the same gender as the detainee. Under no circumstance shall the contractor conduct body cavity searches. When it is determined by the COTR that there is reasonable cause for body cavity searches, the searches shall only be conducted by the health authority or by medical personnel at a medical facility off-site.

R. The contractor shall provide a bailiff (officer), when the Immigration Court is in session, to escort people into and out of the courtroom and to maintain security while the court is in session. This duty includes both regular and telephonic courts. The contractor shall provide additional bailiffs for Multiple Accelerated Special Hearings (M.A.S.H. - large group of detainees) to ensure adequate control is maintained in the hearing room.

- S. The contractor shall adhere to all scheduled detainee hearings. Detainees shall be presented to the hearing room in a timely manner. When necessary, the contractor shall ensure detainees are present for hearings past the normal courtroom schedule. Detainees shall not be removed from the hearing room area without authorization from the Immigration Judge or the COTR.
- T. The contractor shall not permit weapons, of any kind, to be taken into the security perimeter of the facility by any person. The contractor shall ensure all weapons are checked and secured in appropriate weapons lockers. The weapons lockers shall be located outside the sally port of the reception/release area and in the public lobby entrance.
- U. The contractor shall immediately notify the COTR of any detainee being placed into the segregation unit and the reason for the action. The contractor shall provide a written report (or copy thereof) of the incident within 24 hours of the occurrence to the COTR. The contractor shall also provide daily written status reports of the detainees in the segregation unit to the COTR.

SUBSECTION 11. SUPERVISION OF DETAINEES

- A. The contractor shall provide 24-hour supervision of all detainees.
- B. The contractor shall not put detainees in a position to supervise, control or exercise any authority or appearance of authority over any other detainees.
- C. The contractor shall ensure all detainees are subjected to a pat down, hand held metal detector or strip search whenever entering or leaving the security perimeter. (See SUBSECTION 10, Paragraph Q.)
- D. The contractor shall provide work opportunities for detainee volunteers subject to approval of the COTR.
 - (1) The contractor shall solicit volunteers and provide a list of volunteers to the COTR. The number and activities of such volunteers shall be controlled and approved by the COTR prior to the assignment of the activities. The contractor shall provide direct supervision of detainees at all times while performing these activities. The contractor shall pay the volunteers a stipend at the standard rates used in Service Processing Centers (Present rate is \$1.00 per day [Limited to eight (8) hour maximum in any 24-hour period]). The detainees shall be paid weekly and upon discharge from the facility. The contractor shall maintain records of hours worked, and provide a written report weekly to the COTR. Wages paid by the contractor to the volunteers shall be reimbursable by ICE and shall be paid to the contractor upon submission of an approved invoice, pursuant to SECTION G.
 - (2) ICE will not guarantee that sufficient volunteers shall be available for these projects. The contractor remains fully responsible to perform all services required under this contract without interruption or diminishment of service regardless of the availability of detainee volunteers.
 - (3) Creation of work opportunities is viewed primarily as a benefit to ICE and the detainees in custody. It should not be considered by the contractor as an opportunity to diminish services or responsibilities.
- E. The contractor shall permanently staff all dormitories with direct supervision regardless of the dorm population unless as directed by the COTR.

SUBSECTION 12. DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES

- A. Detainees shall not be subjected to discrimination based on race, national origin, color, creed, sex, economic status or political belief. The contractor shall ensure that all detainees are assured equal opportunities to participate in all facility programs and all administrative decisions are made without discrimination. The contractor shall ensure that detainees' civil rights are not violated.
- B. The contractor shall ensure that all discipline is strictly administered in accordance with ICE policy for disciplinary procedures at its Service Processing Centers. (See ATTACHMENT #3.)
- C. The contractor shall post a list provided by INS of current pro-bono attorneys willing to represent detainees at the facility. This list shall remain posted at all times in an area near or adjacent to the detainee telephone system in each housing unit. One additional telephone list shall be posted in the visitor entry location to the facility for viewing by visitors and attorneys (or legal representatives etc.). The contractor shall ensure and facilitate the right of detainees to have reasonable access to attorneys and their authorized representatives.
- D. The contractor shall recognize the right of detainees to practice the religion of their choice. Every reasonable effort shall be made by the detention center staff to facilitate the free practice of religion, limited only by legitimate security and operational considerations. All detainees shall have access to religious resources, services, instruction or counseling on a voluntary basis. The contractor shall inform detainees of opportunities available in religious programming by posting religious service schedules in the dorm/day room areas. This should not be construed, however, as requiring that the contractor provide religious services for each and every denomination represented in the detainee population, but is intended to insure that every detainee has religious opportunities.
- E. The contractor shall provide detainees protection from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment. The contractor shall provide for Contracting Officer approval a written policy and procedure which provides detainee(s) as well as any other individual a means to report alleged misconduct and/or incident(s) under this contract. The contractor shall report all allegations made by any individual concerning incidents or misconduct immediately to the COTR. The contractor shall immediately report all investigations that it is undertaking to the COTR. The contractor shall provide a written report to the COTR within 24 hours of all findings and/or disciplinary actions taken in accordance with approved policy and procedures. Reference Subsection 4., paragraph F., (Records and Reports).
- F. The contractor shall provide written rules of detainee conduct (See ATTACHMENT #3), reviewed and approved by the Contracting Officer, which specify acts prohibited within the facility and penalties that may be imposed for various degrees of violation. These rules shall be provided to all detainees, and procedures shall be in place for ensuring that all detainees understand the rules. The written rules of detainee conduct are revised annually and updated, if necessary, to ensure that they are consistent with ICE policy.
- G. The contractor shall provide sufficient training to all personnel so that they are thoroughly familiar with cultural diversity and the rules of detainee conduct, the sanctions available, and the rationale for the rules. (See SUBSECTION 3, Paragraph D.)
- H. The contractor shall provide written policy and procedure to ensure detainees have access to law library.
- I. The contractor shall provide, upon request, mesh turbans to all detainees as required for religious purposes.
- J. The contractor shall provide plans, policies and procedures for documenting all detainee complaints concerning food and other living conditions. The procedures shall require the contractor to investigate the complaints, determine if they have merit, propose corrective actions and provide a written report to the COTR. The contractor shall notify the COTR of all such detainee complaints and actions taken to resolve issues.

- K. The contractor shall adhere to the detention standards as per INS Detained Alien Recreation Policy and in accordance with applicable ACA standards. SEE ATTACHMENT #2

SUBSECTION 13. MAIL AND VISITING

- A. The contractor shall provide written plans, policy and procedures governing detainee correspondence. All regulations pertaining to detainee correspondence shall be available to staff members and posted within detainee areas.
- B. There is to be no limitation on the volume of mail a detainee may send or receive, except as provided in this paragraph. The contractor shall provide detainees who are without funds, a specified postage allowance of two postage stamps per week for domestic first class letters 1 oz. or less. In addition, the contractor shall provide to detainees who are without funds, unlimited postage allowance for attorney and court correspondence.
- C. Detainees shall be permitted uncensored correspondence so long as such correspondence poses no threat to the safety and security of the institution, public officials, or the general public as defined by ACA Standards and INS policy as provided in ATTACHMENT # 5.
- D. The contractor shall provide written policy and procedure providing for the inspection of detainee mail in the presence of the detainee to intercept cash, checks, money orders, identity documents and contraband. Cash, checks or money orders shall be removed from incoming mail and credited to the detainee's account. If contraband is discovered in either incoming or outgoing mail, it shall be confiscated. Only illegal items and items that threaten the security of the facility shall be considered contraband. Contraband may include but not be limited to: 1) drugs and alcohol, 2) sharp objects or hardware that could be fashioned into a weapon, 3) perishable foods that may pose health or spoilage problems, and 4) printed materials that incite to riot, agitate the population or otherwise cause safety and security problems. Written policy and procedures shall specify how confiscated money; documents or contraband is to be handled. The contractor shall provide X-ray equipment and a magnetometer to screen mail, deliveries, and visitors. Additionally, the contractor shall ensure that all personnel operating the screening equipment are properly trained.
- E. The contractor shall ensure that all incoming and outgoing mail and correspondence is not held for more than 24 hours.
- F. ICE shall provide the detainee pay phone system within the facility. The Contracting Officer may require the contractor to provide an interim detainee telephone system, however, may require its removal and replacement by a system of the Contracting Officer's preference. (Reference Subsection 5, paragraph 32.)
- G. The contractor shall provide written policies and procedure governing visitation. The contractor shall provide written notification of changes in visitation policy to all attorneys who regularly practice immigration law locally, attorneys who represent detainees in custody, as well as all free legal service groups. The visitation policy and hours shall be posted prominently in the public waiting area.
- H. The contractor shall assure detainees are not denied access to visitation with persons of their choice, except where the contractor has clear and convincing evidence that such visits jeopardize the security of the facility or the safety of the detainee or visitor. Generally, visitation shall be non-contact, in a room designed to meet non-contact visitation integrity. Legal counselors and religious advisers shall be allowed additional visiting privileges and accommodations, including contact visitation. Privacy and space should be provided for these contact visits. Reference Subsection 5., paragraph 17. (A). Any detainee who is denied visitation rights shall have the right to appeal that decision in accordance with the contractor's procedures.

SUBSECTION 14. ADMISSION, ORIENTATION, RELEASE AND PROPERTY CONTROL

- A. Under no circumstance shall the contractor refuse to accept custody of detainees or perform assignments within the scope of this contract. The contractor shall provide written plans, policies, and procedures, which govern the reception, orientation, subsequent release of detainees, and control of detainee property to the COTR. This material shall include and address the items listed below.
- B. The following shall be incorporated into the contractor's procedures for admitting new detainees:
- Utilize the alien's "A" File number as assigned by INS for booking purposes;
 - Verify admission documents for completeness (including I-203);
 - Search of the individual;
 - Inventory of all personal possessions and valuables;
 - Conduct preliminary health screening;
 - Issue detainee wrist bracelets for identification
 - Issue personal hygiene items;
 - Provide shower;
 - Issue appropriate clothing;
 - Provide orientation and facility rules;
 - Assign housing unit.
- C. The contractor shall provide written policy and procedure specifying the types of personal property detainees can retain in their possession during detention and the recording of any monetary credits to their accounts.
- D. The contractor shall prepare a written, itemized inventory of all personal property of newly admitted detainees and shall provide for safe and secure storage, of their property, including clothing, money and other valuables. The detainee shall be given a receipt signed by the contractor and the detainee, for all property (See ATTACHMENT #5). The property and valuables shall be returned to the detainee upon release from the facility or within one (1) hour after notification by INS. All negotiable instruments and legal tender shall be fully returned to the detainee in the same form as they were received by the contractor. The items shall be verified and, if everything is in order, the detainee shall sign a receipt for the property and valuables returned. The contractor shall confiscate all contraband items. A receipt signed by the contractor and the detainee shall be provided to the detainee for the confiscated items. Upon discovery of any other types of contraband items, the contractor shall immediately notify INS. A system of strict staff accountability shall be maintained to assure the safety of personal property, money and other valuables. Items that the detainee may keep shall be specified. Detainee funds shall be handled in accordance with INS accounting procedures (See ATTACHMENT #5).
- E. The contractor shall provide liability insurance for all staff having access to detainee monies and valuables, in an amount sufficient to ensure reimbursement to the detainee by the contractor, in case of loss prior to the detainee's release from the facility. Any costs incurred as a result of delays in release of a detainee, due to missing property or valuables, shall be at the contractor's expense. The contractor shall immediately reimburse any detainee for any personal property, monies and/or valuables that the contractor is unable to return to the detainee due to loss, theft, misplacement, etc., for which the detainee has a property receipt.
- F. Upon the receipt of an Order to Release (I-203) the contractor shall ensure a positive identification is made of the detainee prior to their release. To ensure positive identification, the contractor shall provide a digital identification system, approved in advance by the Contracting Officer, to be used for comparison with the booking record. The contractor shall verify that the release order is accurate and complete.
- G. The contractor will ensure that all detainees will be ready for release, with complete property, items verified and signed, at the time set by the COTR. Failure of the contractor to comply fully with the detainee(s) release shall result in the contractor having deductions made for non-performance. These deductions include the man-day rate, guard PHR and transportation costs

Page 53 B is entirely deleted.

SUBSECTION 15. REMOTE CUSTODY AND TRANSPORTATION SERVICES ON CALL POSTS

A. Remote custody services.

1. The contractor shall provide, at the direction of the COTR, such additional on-call remote custody services as may be required by ICE. The contractor shall be reimbursed for these services only when such services are directed by the COTR. The contractor shall not abandon any facility post to perform on-call services.
2. Duties and responsibilities of this function shall include, but not be limited to; assisting in transportation duties as described in paragraph "B" below, and guarding detainee(s) who have been admitted in off-site medical facilities or to any other location as directed in writing by the COTR. ICE shall guarantee the contractor a minimum of two (2) hours for each on-call post directed by the COTR.
3. The contractor shall be authorized one guard for each such remote post, unless at the direction of the COTR as additional guards are required.

B. Transportation services.

1. The contractor shall provide all such transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR. When officers are not providing transportation services, the contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.
 2. The contractor shall assign four (4), two-person teams of transportation officers on a daily basis as follows:
 - a) Two (2), eight hour shifts which provides 16-hour coverage.
 - b) There shall be not less than one (1) team per shift.
 - c) Teams in addition to (b) above, shall be assigned as necessary to meet transportation demands.
 3. The contractor shall furnish a sufficient amount of vehicles in good repair and suitable, as approved by the government, to safely provide the required transportation service. The contractor shall not allow employees to use their privately owned vehicles to transport detainees. The contractor shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The contractor shall provide the interior security specification of the vehicles to INS for review and approval prior to installation.
 4. Transportation shall be accomplished in the most economical manner.
- C. The contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those contractor personnel provided for in the other areas of this contract.
- D. During all transportation activities, the INS escort policy shall be enforced. Questions concerning guard assignments shall be directed to the COTR for final determination. See attachment #10
- E. The Contractor shall, upon order of the PHS, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. A guard, or guards, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the PHS. The Contractor shall then transport the detainee to the detention site.
- F. The COTR may direct the contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.
- G. When the COTR provides documents to the contractor concerning the detainee(s) to be transported and/or

escorted, the contractor shall deliver these documents only to the named authorized recipients. The contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

H. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

I. RESERVED

J. ON CALL POST

1. The contractor shall provide additional guards on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. The numbers and frequency of these services shall vary, but to the extent possible, the COTR shall notify the contractor 4 hours in advance of such need, and of a schedule of remote posts to be manned. One guard shall be authorized for such posts unless, in the COTR's judgment, additional guards are required.

2. Upon the order of the COTR or Designated Service Officer or in an emergency the contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to, medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COTR.

The following notes are applicable to the above posts:

- a. All On-call post require at least one guard shall be of the same sex as the detainee(s).
- b. Additional officers for each post assignment may be required at the direction of the COTR when operationally necessary.
- c. All necessary meals shall be provided by the contractor when the detainee(s) is/are in the custody of the contractor. Refer to Subsection 9.
- d. COTR shall guarantee a minimum of two (2) hours for each on-call post directed.
- e. The contractor remains responsible for providing security and preventing escape.

K. SCHEDULED TRIPS

The contractor shall make two trips daily to **ICE and CBP** offices located in San Antonio, (both District office and Border Patrol), Del Rio, Eagle Pass and Laredo, TX. The tour of duty shall be 6:00am to 10:00pm. The trips shall be made at mutually agreed to times and the hours of duty may be mutually adjusted. There will be 1-50 passengers per site. Reimbursement shall be in accordance with the Schedule.

L. UNSCHEDULED TRIPS

Unscheduled transportation, as needed, may be needed at sites in Val Verde, Kinney, Uvalde, Medina, Maverick, Zavala, Frio, Atascosa, Dimmit, La Salle, Webb, McMullen, Duval or Zapata Counties. Reimbursement shall be in accordance with the rate in the Schedule. **DHS** will endeavor to provide a minimum of two (2) hour notification for each trip and will include the location and number of persons to be transported and the destination. The COTR will place the order. The contractor shall use the most economical means to meet this requirement.

Page 53 E is entirely deleted.

SUBSECTION 16. PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

All offerors are advised that as part of the solicitation process they must have prepared and submitted a Phase I Environmental Site Assessment (ESA)

- A. The standard for the Phase I ESA is outlined by the American Society for Testing and Materials (ATSM) Designation E 1527, "Standard Practice for Environmental Site Assessments, Phase I Environment Site Assessment Process."
- B. In conjunction with the Phase I ESA, the Government also requires each offeror to provide special environmental studies such as Environmental Justice, and threatened or Endangered Species Reviews.
- C. These required environmental studies are outlined in the U.S. Federal Bureau of Prisons document entitled, "Environmental Requirements for Privatized Contracts" dated February 22, 2000.
- D. These studies should be submitted by the offeror as separate stand-alone documents, not part of the technical proposal or price proposal submitted as part of any offer resulting from this solicitation. For more information on how these and other NEPA compliance documents will figure into any evaluation for award, reference Section L and M of this solicitation.
- E. For more information on the NEPA compliance process, reference the most recent edition of the Draft INS NEPA Desk Guide at the following Internet web address: <http://www.swf.usace.army.mil/ins/nepa.html>.

The policy and terms of this area are outlined in Chapter 10 under section 10.4.

SECTION E. INSPECTION AND ACCEPTANCE**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

52.246-4 Inspection of Services - Fixed-Price (AUG 1996)**INSPECTION AND ACCEPTANCE:**

- a. Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the COTR or his designated representative, in accordance with the Inspection Clause and any other provisions specified in this Contract. The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the Contract specifications. Supplies or services that upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected. The Contracting Officer will provide the Contractor notice of such rejection, together with appropriate instructions.
- b. The Government will use its best efforts to inspect and accept/reject the supplies or services provided within seven (7) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.
- c. Notice to Proceed is the written action taken by the Contracting Officer telling the Contractor to begin performance of detention services. This acquisition is for detention services and not construction or alteration of an existing facility. The Bureau of Immigration and Customs Enforcement (ICE) Contracting Officer shall not issue a Notice to Proceed or any task order until the ICE Contracting Officer is fully satisfied that the Contractor is ready to perform in accordance with the requirements of the Contract. Notice to Proceed will occur when the Contracting Officer determines the Contractor has completed the following:
 - a) Security clearances of personnel
 - b) Equipment and uniforms for personnel
 - c) Required insurances for operations
 - d) All plans, policies and procedures required in the contract for administration and operation of the facility
 - e) Sub-contracting plans
 - f) Quality Control Plans (QCP)
 - g) All accreditations, inspections, licenses, certificates and other documents required by local, state and federal agencies to operate a detention facility and the Government is satisfied the facility is ready to accept detainees
 - h) The Contractor is required to provide the Contracting Officer with information required to make payment by Electronic Funds Transfer (EFT). EFT information is to be provided 30 calendar days before beginning of performance start date provided in the Notice to Proceed.
 - i) Staffing is complete and ready to perform required duties."
- d. All references to "INS", or "Immigration and Naturalization Service" are changed to read "Bureau of Customs and Immigration Enforcement" or "ICE". Changes will be made throughout the solicitation and contract. References to "INS Detention Standards" have not changed and won't change until the document(s) concerning the detention of aliens change names. Regulations, policies and procedures of Legacy INS and Department of Justice are still in force till such time as the Contracting Officer notifies the Contractor.
- e. The COTR and the Contracting Officer shall monitor Contractor performance using Attachment 12, Performance Requirements Summary (PRS). The PRS details what tasks are to be inspected by type of inspection and frequency of inspection. Percentage of Total Contract Price (% of TCP) could used as a reduction of price criteria if required.

SECTION F. DELIVERIES OR PERFORMANCE

F-1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

52.242-15 Stop Work Order AUG 1989

52.242-17 Government Delay of Work APR 1984

F-2 Place of Performance

All services are to be performed within 15 miles of Interstate 35 in Webb, La Salle, Frio, Atascosa or Medina Counties, Texas.

In the space below the contractor shall enter the principal facility location and any other facilities where the work will be accomplished:

F-3 Submittal Date:

Any required submittal of policy manuals, written policy, instructions or procedures, unless otherwise specified, are due sixty (60) days after award of the contract. Submittals shall be submitted to the COTR. ICE approval will be required on all submittals prior to them becoming effective. See attachment #11 for submittals.

F-4 Period of Performance

(a) The Government contemplates award on one Indefinite Delivery, Indefinite Quantity type contract for the required services describe herein. The Government has computed its "Estimated Quantities" for the performance periods as follows:

Base period: Performance shall commence after the Contracting Officer authorizes and expire 365 days after date of occupancy.

Option period 1: Commences on October 1 for a period of one (1) year at expiration of the Base Period.

Option period 2: Commences on October 1 for a period of one (1) year at expiration of Option Period 1.

Option period 3: Commences on October 1 for a period of one (1) year at expiration of Option Period 2.

Option period 4: Commences on October 1 for a period of one (1) year at expiration of Option Period 3.

(b) The Contractor's facility shall at all times comply with any and all local and state codes, laws, regulations, practices, decision, etc., as regards to the detention, housing, control and care of aliens.

F-5 MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE

Failures to perform any manning requirements or any other services which are currently or which may become required under this contract or failure to satisfactorily accomplish any contractual services, where those failures occur through the carelessness, neglect, or other fault of the Contractor or his employees, shall constitute contractual deficiencies which are subject to and for which reductions of payment will be made by the Government for each deficiency according to the schedule set forth below. Notwithstanding any monetary adjustments made for deficiencies, the Contractor's obligations for performance under this contract shall not be construed as having been waived in any way. Either the Contractor or his representative shall be advised in writing by the Government when monetary adjustments will be made by identifying the nature, place and times when deficiencies were found. The following schedule shall be applied in determining monetary adjustments of payments due to the Contractor if deficiencies in performance occur:

- a. The deficiencies itemized in the following schedules are separated into categories. In the first category of each schedule, deductions will be taken as listed. In the second category, deductions will be taken based upon percentages of the productive hourly rates as given in The Schedule, Supplies/Services and Prices/Costs of any resulting contract. Deductions will not be made from both category 1 and category 2 for the same deficiency.

In calculating deductions, deficiencies that occurred during only part of an hour shall be considered to have occurred for that entire hour. Deductions will be made in whole hourly amounts only and will not be prorated by portions of hours. Deduction will be made for each post or employee, as appropriate, that is found to be deficient. Deductions will apply to both normally scheduled and temporary additional services.

The total deductions taken for any contract employee, post, or position during any one-hour period shall not exceed the maximum unit rate of the category used. Other deficiencies resulting from noncompliance with contract requirements which are not itemized in these schedules cause deductions to be taken under category 2, item 3 and shall not exceed the limit stated.

SCHEDULE OF DEFICIENCIES: Security Detention Officers

- b. Category 1: Maximum Unit Rate Shall be the Man-Day Rate Proposed by the Contractor in the Schedule, Supplies/Services and Prices/Costs.

- 1. Failures to man posts, post abandonment, omissions of required contact relief, exceeding restriction on tours of duty by more than 4 hours, posts which are unprotected after removals made pursuant to determination of unfitness according to Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph B. Standards of Employee Conduct.
- 2. Posts manned by contract employees who have not been granted required security clearances or who have been disqualified for duty in writing for reasons of suitability, or who commit the offenses listed in Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph E. Removal from Duty.

- c. Category 2: Maximum Unit Rate: Man Day Rate (M/D.R.)

1. Posts manned by contract employees found to be:	<u>RATES</u>
*a. untrained	100% of M/D.R.
*b. unqualified according to prerequisites for education, experience, health in accordance with Section C, II. REQUIRMENTS,	100% of M/D.R.

CHAPTER 2-PERSONNEL, paragraphs D/E/J

*When these conditions are found the COTR will direct the Contractor to immediately provide a replacement contract employee.

- 2. Failure to perform a specific duty listed in this contract or in the Post Orders, each instance. 100% of M/D.R.
- 3. Other deficiencies of the same scope and nature of those listed above. 100% of M/D.R.
- 4. RESERVED
- 5. RESERVED

d. The Performance Requirements Summary provides for deductions for failure to properly inventory and safeguard all detainee valuables, verification of positive identification of detainees prior to release and ensure detainees are ready for release at prescribed times (See PRS, Attachment 12).

SCHEDULE OF DEFICIENCIES: Supervisory Personnel

e. Category 1: Maximum Unit Rate Shall be the Man Day Rate Proposed by the Contractor in the Schedule, Supplies/Services and Prices/Costs.

- 1. Failures to man on-site positions, abandonment of positions, omissions of required contact relief, exceeding restriction on tours of duty by more than 4 hours, positions which are uncovered after removals made pursuant to determinations of unfitness according to Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, B. Standards of Employee Conduct, supervisors who are sleeping or intoxicated.
- 2. Supervisory personnel who have not been granted required security clearances or who have been disqualified for duty in writing for reasons of suitability, or who commit the offenses listed in Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph E. Removal from Duty, while on duty.

f. Category 2:

- 1. Supervision provided by employees found to be: RATES
 - a. Untrained
 - b. Unqualified according to prerequisites for education, experience, health in accordance with Section C, Subsection II REQUIREMENTS, Chapter 1 (D&J), Chapter 3, and Chapter 5.
- 2. Failure to provide supervision
- 3. Other deficiencies of the same scope and nature of those listed above
- 4. change in status of an individual applying for employment under this contract.

g. The Performance Requirements Summary provides for deductions for failure to properly perform personnel management (See PRS, Attachment 12).

F.6 TASK ORDERS WILL NOT BE ISSUED UNTIL SECURITY CLEARANCES HAVE BEEN COMPLETED FOR INDIVIDUALS TO WORK UNDER THIS CONTRACT.

F.7 EVALUATION OF PERFORMANCE FOR CONTRACTOR PERFORMANCE REPORTS

Past performance information is relevant information regarding a contractor's actions and conduct on previously awarded contracts. It includes such things as a contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

For active contracts valued in excess of \$1 Million, Federal agencies are required to prepare contractor performance evaluations (report cards). Report cards are completed and forwarded to the contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the contracting officer may be completed as necessary. The contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

This contract will be administered by:

Vicki Gilbert
Contract Administrator
Bureau of Immigration and Customs Enforcement (ICE)
7701 N. Stemmons Freeway
Dallas, TX 75247

Telephone: 214 905-██████████ E-Mail: ██████████ (b)(2)
FAX 214 905-5568

All written communications shall make reference to the contract number and shall be mailed to the above address.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

JAR 2852.201-70; Jan 85

- a. To be cited at time of award is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- b. The COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of supplies or services furnished for payment prior to forwarding the original invoice to the payment office and conformed copy to the Contracting Officer.
- c. The COTR does not have the authority to alter the Contractor's obligations under the Contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes", and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue changes in writing and signed.

G.3 Invoice Requirements:

- (a) Invoices shall be submitted in an original and two (2) copies. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - (1) Name of the business concern.
 - (2) Invoice date.
 - (3) Contract number and delivery order number.
 - (4) Description, price, and quantity of services actually rendered.
 - (5) Payment terms.
 - (6) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (7) Other substantiating documentation or information as required by the contract.
- (b) All invoices shall be submitted to the addresses stipulated on the individual delivery orders issued in accordance with the "Ordering" clause 52.216-18 in Section I.

G.4 Method of Payment

Payments will be made in accordance with Clause 52.232-28, Electronic Funds Transfer Payment Method in Section I, or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.

G.5 Modifications, Change Orders, Deviations

The contracting officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the contracting officer.

G.6 Authority to Issue Delivery Orders

- (a) Residential services to be furnished under this contract shall be ordered orally by ICE employees by the delivery of the alien detainee(s) to the facility accompanied by a completed INS Form I-203.
- (b) An ICE Contracting Officer will issue written "estimated" Task Orders (OF-347) at the beginning of each month, or each quarterly period, for detention and reimbursable detainee wages contemplated. At the end of each month, or quarterly period, the Task Order shall be modified to reflect the actual services (man-days and detainee wages) received during that monthly or quarterly period. Written Task Orders and Task Order modifications may be issued or transmitted to the contractor by facsimile or electronic commerce methods.

G.7 Modifications, Change Orders, Deviations

The Contracting officer or Administrative Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change order, or other matter of deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer, or Administrative Contracting Officer, be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer, or Administrative Contracting Officer.

G.8 Final Payment

ASSIGNMENT: In accordance with FAR 52.232-7, the contractor shall execute and deliver, at the time of and as a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out or under this contract.

REFUNDS: The Contractor agrees that any refunds, rebates, or credits (including any interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

1. Contract Type

This is a firm fixed price, IDIQ contract. CLIN 0003 (and subsequent years) is a requirements type.

2. Employment of Illegal Aliens

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

3. Modification Authority

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer.

4. Incorporation of Section K by Reference

This contract incorporates Section K Representations, Certifications and Other Statements of Offerors or Quoters by reference with the same force and effect as if they were included in full text.

5. Subcontracting Plan

A subcontracting plan is required in accordance with the provisions of FAR clause 52.219-9 and becomes a part of this contract.

6. Pricing of Modifications

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, a justification therefore will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

7. RESERVED

8. Options

- A. This contract is renewable, at the option to the Government, by the Contracting Officer giving written notice of renewal to the Contractor within the period specified in the schedule; provided, that the Contracting Officer shall have given preliminary written notice of the Government's intention to renew at least 60 calendar days before this contract is to expire or within 30 days after funds for that fiscal year become available to the Contracting Officer, whichever date is later. Such a preliminary notice will not be deemed to commit the Government to renewals.

- B. If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this Contract, including the exercise of any options under this clause, shall not exceed 60 months.
- C. During any such period of renewal, the Government may place orders for supplies/services up to the quantity specified herein as the maximum and orders for option quantities if such extent of option quantities are provided in this contract.

8. Contractor's Insurance Requirements

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect him/her 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 himself or by any subcontractor or anyone directly or indirectly employed by either of them. 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 providing for bodily injury and property damage covering automobile operated in the performance of this contract is required as follows. Policies covering automobiles operating in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

9. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of occupancy, use, service, operations or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any subcontractor, or any employee, agent, or representative of Contractor or subcontractor.

10. Damage to Government property from causes other than contractor's negligence

Nothing in the above paragraphs shall be considered to preclude the Government from receiving benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property. Upon request of the Contracting officer, the Contractor shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation including assistance in the prosecution of suit and the exhaustion of instruments of assignment in favor of the Government in obtaining recovery.

11. Accident report procedures

In the event of an accident involving Government personnel or property, the Contractor shall submit a report to the Contracting Officer in letterform that will include the following:

- a. Time and date of the event
- b. The place of occurrence
- c. A list of personnel directly involved
- d. A narrative description of the accident that includes a chronological order of the event and circumstances

The Contracting officer may request the Contractor to remove any of his/her agents or employees whose conduct, in the opinion of the Contracting Officer, interferes with proper discipline in the area where

services are performed. The Contractor shall comply with all such requests. Failure to do so may be cause for action under the clause in Section I entitled "Default".

12. Permits and code compliance

The Contractor and any subcontractor(s) shall fully comply with all local, city, county, and state code requirements applicable to the work contained within this contract. The Contractor shall, at his own expense, obtain any necessary permit(s) or license(s). Full responsibility for code compliance and obtaining necessary permits/license rests with the Contractor and the Government will not assume liability for failure thereof.

13. American Correctional Association

- a. **Standards:** The Contractor shall perform all work and services under this contract in strict compliance with the American Correctional Standards for adult local detention facilities and the standards for detention as established by the Service.
- b. **Accreditation:** The Contractor shall within nine (9) months from the date the contract facility becomes operational, formally apply for accreditation to the American Correctional Association. The Contractor will furnish written proof of such application to the Service within five (5) days of the application. The Contractor shall take all necessary action required to obtain the required accreditation and provide proof of such successful completed action to the Contracting Officer.

14. System of Records

The system of records referred to in the provisions of FAR Clauses 52.224-1, Privacy Act Notification, and 52.224-2, Privacy Act, are the medical files and records that are required to be kept for each detainee, the intake and booking information for each detainee, the custody records for each detainee, and the daily manifests that are kept of the detainees in the facility.

SECTION I. CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing/Copying Double Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment	JUL 1995
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Revision or Adjustment of Plans for Post retirement Benefits Other (PRB) Than Pension	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.216-21	Requirements (Applies only to CLIN X003)	OCT 1995
52.216-21	Requirements Alternate I (Applies only to CLIN X003)	APR 1984

52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.221-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	SEP 2000
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
52.223-5	Pollution Prevention and Right to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.229-3	Federal, State, and Local Taxes	APR 2003
52.229-5	[RESERVED]	
52.230-2	Cost Accounting Standards	APR 1998

52.230-3	Disclosure and Consistency of Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes --Alternate I (DEC 1991)	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity of Services	JAN 1991
52.237-7	Indemnification and Medical Liability Insurance	JAN 1997
	NOTE: The Contractor shall maintain during the term of the contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per occurrence: <u>\$500,000.00</u>	
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed-Price Alternate I (APR 1984)	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.246-25	Limitation of Liability – Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
52.204-1	Approval of Contract has been removed	
52.216-18	Ordering (OCT 1995)	

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such order may be issued from the date of award through the expiration of each performance term.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

- (a) **Minimum order.** The Government shall only be restricted to a minimum order limitation of the guaranteed minimum on this contract for residential care.
- (b) **Maximum order.** The Contractor is not obligated to honor—

Any order to detain in excess of the number of detainees per day that would cause the Contractor to exceed the ACA Standard.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the final delivery order.

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision of performance hereunder shall not

exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the current performance period.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days either prior to or after the expiration date of the existing contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT
IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
Detention Officer	\$11.94	*
Supervisory Detention Officer	13.27	*
Court Security Officer (Bailiff)	11.94	*
General Maintenance Worker	14.55	*
Maintenance Supervisor	16.01	*
Cook I	13.16	*
Cook II	14.44	*
Typist	7.82	*
Stock Clerk	11.47	*
Recreation Specialist	13.27	*
Nurse LPN	10.71	*
Warehouse Specialist	12.39	*
Personnel Assistant II	9.57	*
Medical Assistant	9.57	*
Registered Nurse II	16.23	*
Instructor	16.23	*
Mail Clerk	7.82	*

52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. no legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).
- (c) Department of Homeland Security
Dallas Finance Center
Mailing Address:
P.O. Box 560947
Dallas, TX 75356-0947

Telephone Number: 214 915- [REDACTED] (b)(2)
214 915-6291 Fax

52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 2003)

- (a) *Definitions.*
"Commercial item", as used in this clause, as defined in the clause at 52.202-1, Definition.
"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - i. 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52-219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - ii. 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - iii. 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C 4212(a)).
 - iv. 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29U.S.C.793).

- v. 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause including this paragraph (d), in subcontracts awarded under this contract.

SECTION J
LIST OF ATTACHMENTS

- Attachment #1 INS "Hold Room Design Standards", Abridged Edition, 26 pages
- Attachment #2 Detained Alien Recreation Policy, 9 pages
- Attachment #3 Disciplinary Procedures at Service Processing Centers, 7 pages
- Attachment #4 Reading Area "Law Library", 1 page
- Attachment #5 Procedures for Handling Alien Funds and Valuables, 6 pages
- Attachment #6 U.S. Public Health Care Service Space Requirement, 1 page
- Attachment #7 Department of Labor Wage Determination 94-2521 (Rev 26) dated 06/19/2003
- Attachment #8 Department of Labor Wage Determination 94-2519 (Rev 19) dated 9/30/2003
- Attachment #9 Detainee Phone System Requirements
- Attachment #10 Escort Standards
- Attachment #11 Submittals
- Attachment #12 Performance Requirements Summary
- Attachment #13 Executive Office for Immigration Review (EOIR) Space Planning
- Attachment #14 Strong-room Standards for Ports-of-Entry

Reference to Sections K through M has been removed from this section.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arinet.gov/far>.

**52.203-1 Certification and Disclosure Regarding Payments APR 1991
to Influence Certain Federal Transactions**

52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN)

_____ TIN:

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal, state or local government;

_____ Other. State basis. _____

(d) Corporate Status.

_____ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

_____ Other corporate entity;

_____ Not a corporate entity;

_____ Sole proprietorship

_____ Partnership

_____ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

_____ Name and TIN of common parent:

Name _____

TIN _____

52.204-5 Women-Owned Business. (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a woman-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is, () is not a women-owned business concern.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

52.219-1 Small Business Program Representations. (APR 2002)

(a)(1) The standard industrial classification (SIC) code for this acquisition is **8744**

(2) The small business size standard is **\$20 Million**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is **500 employees**.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

- (1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 Previous Contracts and Compliance Reports. (OCT 1999)

The offeror represents that -

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ___ has, ___ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System Sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20-39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

___ (v) The facility is not located in the United States or its outlying areas.

52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

CONTRACTOR'S CERTIFICATION: FAR 4.102

Offerors are cautioned to note the "Contractor's Certification" included in this solicitation and to furnish the information required by Paragraph b, Partnerships, and Paragraph c, Corporation, as appropriate.

a. Contracts With Individuals: If the resultant contract is with an individual it shall be signed by the individual in his own name. A contract with an individual doing business as a firm shall be signed by the individual and will ordinarily take the following form.

_____ (signed)
An Individual Doing Business As

b. Contracts With Partnerships: If the resultant contract is with a partnership, it needs to be signed by only one partner provided the partner signing has the authority to legally bind the partnership. In addition, the following statement shall be completed:

_____ is a partnership composed of _____
(Firm Name)

(List All Partners)

(Indicate if Any Partner is Limited in Partnership Authority)

c. Contracts With Corporations: If the resultant contract is with a corporation, it shall be executed in the corporation name, followed by the word "by" after which the person who has been authorized to execute the contract on behalf of the corporation shall sign his name, with the designation of his official capacity. In addition, the following certification shall be completed;

I, _____, CERTIFY THAT I AM THE _____
OF THE CORPORATION NAMED AS CONTRACTOR HEREIN, THAT _____
WHO SIGNED _____ THIS CONTRACT ON BEHALF OF THE CONTRACTOR WAS THEN
_____ OF SAID CORPORATION, THAT SAID CONTRACT WAS DULY SIGNED FOR AND
ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE GOVERNING BODY AND IS WITHIN THE
SCOPE OF ITS CORPORATE POWERS.

IN WITNESS WHEREOF, I HAVE HEREUNTO AFFIXED MY SIGNATURE THIS _____
DAY OF _____, 19 _____.

(Signature, Printed Name, Title)

d. Contracts With Joint Ventures: If the resultant contract is with a joint venture, each participant shall sign and in the manner indicated above for each type of participant. In addition, to assure a single point of contact for resolution of contractual matters and payments, the following certification shall be signed by each participant in the joint venture.

The parties hereto expressly understand and agree as follows:

1. _____
(Name) (Title) (Company)

is the principal representative of the Joint Venture. As such, all communications regarding the administration of the Contract and the performance of the work thereunder may be directed to him. In the absence of:

(Name) (Title) (Company as above)

(Name) (Title) (Company of Alternate)
is the alternate principal of the Joint Venture.

2. Directions, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to:

(Name) (Title) (Company)

principal representative of the Joint Venture.

e. Signature of Agents: If the resultant contract is signed by an agent, other than as stated above, the fact of the agency will be evidenced by a copy of the Power of Attorney.

PREVIOUS CONTRACTS:

Offeror is required to indicate in the space below whether or not he/she has previously furnished the item(s) described in the Scope of Work and Contract Requirements to any Government Agency (Federal, State, County, City, etc.):

() yes () no

If the answer above is "YES", offeror shall by separate attachment hereto, (or in the space below) identify all recent contracts under which such item(s) was/were furnished, by contract number, dates, purchasing activities to include contact name and telephone number, and number of units.

Period For Acceptance of Offers:

- (a) "Acceptance period", as used in this provision, means the amount of time available to the Government for awarding a contract.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of eighteen (18) calendar months.

- (d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ Calendar months.

- (e) An offer allowing less than the Government's minimum acceptance period will be deemed unacceptable.
- (f) At the completion of the NEPA evaluation, an amendment containing new Department of Labor wage determinations will be furnished to offerors in the competitive range. Any changes in cost proposals resulting from the lapse in time from submittal of the offers will be requested.
- (g) In accepting the terms and conditions, the offeror agrees to execute all that it has undertaken to do, in compliance with its offer and proposal, if that offer and proposal is accepted in writing within –
 - (1) The acceptance period stated in paragraph (c) of this clause; or
 - (2) Any longer acceptance period stated in paragraph (d) of this clause.

Point of Contact:

Offeror's point of contact for access authorization to proposed facility sites for all environmental studies:

Name Telephone # Fax #

**SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offer may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

52.215-1	Instructions to Offerors--Competitive Acquisition -Alternate I (OCT 1997) -Alternate II (OCT 1997)	May 2001
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)	

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4", followed by the DUNS number or DUNS +4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contracting the local Dun and Bradstreet Office.
- (2) The offeror should be prepared to provide the following information.
- (i) Company legal business name
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city state and zip code
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number
 - (vi) Date company was started
 - (vii) Number of employees at location
 - (viii) Chief executive officer/key manager
 - (ix) Line of business (industry)
 - (x) Company Headquarters name and address (reporting relationship within your entity).

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price Indefinite Delivery, Indefinite Quantity , Requirements service contract resulting from this solicitation. CLIN X003 will be requirements type CLINs while others are IDIQ.

52.233-2 Service of Protest. (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
 Department of Homeland Security
 Bureau of Immigration and Customs Enforcement
 7701 North Stemmons Freeway
 Dallas, TX 75247

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Protests filed directly with the Department of Homeland Security.

- (a) The following definitions apply in this provision:
- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice
 - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
 - (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Homeland Security must:
- (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
 - (5) Include the information required by FAR 33.103(a)(2):
 - (i) Name, address, facsimile & telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of this protest.

- (c) An interested party filing a protest with the Department of Homeland Security has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for many officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Homeland Security procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Homeland Security will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Homeland Security will stay award or suspend contract Performance in accordance with FAR 33.103(f). The stay or suspension unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Homeland Security may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Homeland Security.

National Environmental Policy Act Issues:

- a. The National Environmental Policy Act (NEPA) of 1969, as amended, requires all federal agencies to consider the impact of their actions on the environment. This Act outlines the procedures for federal agencies to follow in the planning and review of any major federal action. The Council of Environmental Quality specifically defines NEPA actions and procedures in 40 Code of Federal Regulations, Sections 1500 to 1508. No later than 60 calendar days after the date of issuance of the Commerce Business Daily notice (June 30, 2000), the offeror shall submit a Phase I Survey conducted in accordance with the American Society of Testing and Materials (ASTM) E-1527-97, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process." The Phase I Survey shall include, as a "Non-Scope Consideration" under Chapter 12 of the Standard Practice, a delineation or identification of on-site wetlands and an analysis of potential impacts to threatened or endangered species or species of special status. The identification of on-site wetlands should include an on-site reconnaissance level survey/report by a qualified wetlands specialist, the National Wetlands Inventory map for the project area, and an identification of hydric soils on the proposed property. The analysis of potential impacts to the threatened and endangered species and species of special status should include a site reconnaissance report identifying potential habitat or presence of protected species by a qualified biologist with federal and state threatened and endangered species (plant and animal) lists. Failure to submit the Phase I Survey for any site within the specified

period shall preclude that site from being considered for this procurement. The Government shall only accept offers for which a Phase I Survey has been timely submitted. Any and all information submitted as a part of the Phase I Survey shall be considered non-proprietary and, at the discretion of the Government, be made public during the Scoping process under NEPA or at any other appropriate time.

- b. Any offeror willing to construct or place into federal service a detention facility must adhere to the NEPA. The offeror must be available to disclose all environmental information in a public forum about the proposed property and its proposed uses.
- c. Representatives for the Bureau of Immigration and Customs Enforcement Headquarters Facilities and Engineering must assess the environmental assessment of all sites proposed by offerors in the competitive range. Among other things, ICE must review proposed mitigation efforts and their impact on the cost of the proposal as well as the amount of time involved for facility construction.
- d. As specified in 40 CFR 1500 to 1508, Environmental Assessments (EA) may take 90 or longer. The Environmental Impact Statement (EIS) may take 9 to 18 months. ICE will conduct the EA [Environmental Impact Statement (and, if necessary, the EIS effort)] for sites proposed by offerors within the competitive range.
- e. The EA will examine the offerors' sites in accordance with 40 CFR 1500 to 1508 and view them as alternatives. Offerors must disclose pertinent environmental data on their sites. Environmental data includes factors such as location, environmental studies previously performed, Environmental Site Assessments previously performed and include any information regarding (but not necessarily limited to) the location and condition of any, underground storage tanks, groundwater tables and closeness to wetlands, existing wildlife and its habitat, etc. This information will be made available to the public and to other federal and state agencies and local governments in accordance with Scoping and other provisions of 40 CFR 1500 to 1508.
- f. The ICE Headquarters Facilities and Engineering will review the EA and, if there is a finding of no significant impact will sign the FONSI. If however, there is a significant impact to the environment, Headquarters ICE will recommend that EIS' be performed for the sites in the competitive range.
- g. The EA and EIS must study only the percentage of the property site needed for the project (i.e. the property needed for the facility and to support the facility.) The EA and/or EIS will not study additional properties adjoining the property where the owner may develop in the future to supplement the proposed site unless the project site environmentally impacts upon the adjacent land.
- h. ICE may decide to avoid the EA and proceed directly to an EIS.
- i. The cost of mitigating environmental impact and the time needed for the mitigation must be reflected in the offeror's proposal.

National Environmental Policy Act Disclosures:

- a. In accepting the terms and conditions of this Amendment, the undersigned offeror acknowledges and accepts that, to satisfy certain requirements of the National Environmental Policy Act of 1969 ("NEPA"), and pursuant to FAR 3.104-5(e)(1), ICE and its agents will be compelled to release certain offeror specific information, ordinarily deemed to be source selection sensitive information pursuant to FAR 3.104.
- b. The information that ICE proposes to release to further NEPA's notice and public comment requirements will, at a minimum: 1) identify the name of the offeror; 2) the location and certain salient characteristics of the offeror's proposed detention facility site; and 3) whatever limited information ICE deems necessary to satisfy the statutory and regulatory requirements of NEPA. Consistent with the general intent of FAR 3.104, ICE will endeavor to limit, wherever possible and to the maximum extent possible, the amount of offeror specific information made available to the general public.

FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) and amendments have resulted in increasing numbers of requests to federal agencies for copies of Technical and Business Proposals from other than Government sources.

The offeror should identify information in its proposals the offeror believes should be withheld from these sources, on the basis the proposals consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (B) (4) of the FOIA). This identification will assist in the decision by a responsible Federal official to disclose or withhold the requested information.

If an offeror considers elements of its proposal to be exempt under FOIA, ensure the following notice is annotated on the title page of the proposal:

Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages _____.

The offeror must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is confidential privileged, and not subject to mandatory disclosure under the FOIA.

All information in an offeror's proposal not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the offeror. It is the Department of Homeland Security policy to withhold whatever possible material deemed as genuinely privileged or confidential.

DISPOSITION OF PROPOSALS

Following selection of the successful contractor and contract award, unsuccessful proposals will be disposed of by retaining one copy at the contracting office having issued the solicitation and destruction by shredding the remaining copies.

Solicitation Instructions:

- (a) Offerors are advised that entries must be made on all applicable pages of this solicitation.
- (b) By signing the SF-33 (page 1 of this solicitation document) the offeror specifically agrees to the applicable terms, conditions, and provisions reference in, or set forth at length, on all pages of this solicitation. Offeror further agrees, by signing the SF-33, that failure to return any pages of this solicitation will not relieve him/her from an obligation and responsibility to comply fully with all applicable terms, conditions and provisions referenced in, or as set forth at length, on all pages of this solicitation.
- (c) Offerors are required to furnish an original and five (5) copies of a technical proposal along with one electronic submittal, submitted in a sealed envelope separate from the price proposal. The offeror shall not include any pricing information in their technical proposal. The Technical Proposal shall be a separate and distinct document from the executed solicitation and price proposal. The INS intends to use a fully automated process for evaluating proposals received in

response to the RFP. This process will require the electronic upload of an Offeror's proposals to a secured database that will be used by each of the evaluators to accomplish the evaluation and document the results of the evaluation. The INS intends to use the database throughout all stages of the evaluation (including discussions and Request for final proposals, if any are required.). Therefore, one electronic copy of each proposal shall be submitted with each offer. In the event the Offeror submits any changes or clarification information, then the Offeror shall submit said data in both hard copy and electronically. The electronic versions of the proposal shall be submitted on 3.5" DOS-formatted diskettes or on CD-ROM. Electronic versions shall submit electronic versions formatted with the products contained in Microsoft Office Professional for Windows 95 or Offerors shall submit their proposals using Adobe Acrobat (.PDF format). Cost proposal spreadsheets shall be presented in Microsoft Excel version 7.0/Windows 95 and on a different diskette/CD-Rom than the technical proposal.. If the Offeror does not use Microsoft products in the preparation of its proposals, the Offeror shall be responsible for converting the documents into the requested format. **NOTE: It is the Offeror's responsibility to ensure the electronic copies and hard copies of the proposal are the same. In the event of conflict between the two copies, the hard copies will prevail.**

- (d) The Offeror's submitted technical proposal shall consist of narrative technical and management plans by which the offeror intends to accomplish the successful completion of the requirements specified in the Statement of Work. These narrative discussions or plans are to be specific and complete. They shall address, in detail, the resources, technical knowledge of the Government's requirements, and plans for accomplishing the specified requirements. **THE OFFEROR'S NARRATIVE TECHNICAL PROPOSAL OR PLANS SHALL NOT CONTAIN ANY REFERENCE TO PRICE.**
- (e) Since the Offeror's narrative proposal will be an important factor in evaluating the offeror's ability to furnish and perform the required services, it should be as complete and accurate as possible. Proposals by the offeror that merely state or offer to provide what the Government requires in accordance with the requirements of the Statement of Work will be considered unacceptable to this solicitation and shall not be considered further.
- (f) Evaluations shall be based upon the completeness and thoroughness of the narrative proposal submitted, as evidenced by its clarity. The offeror should show that the objectives stated in this solicitation are understood and present a logical program for their achievement.
- (g) Proposals must be prepared in the following format:
- (1) **EXPERIENCE** Write a narrative discussion of the offeror's experience to include:
- A brief history of the offeror's experience in providing similar detention services or related services.
 - A listing of related government or commercial contracts received and completed in the past five (5) years.
 - Each entry shall contain: The name of the organization, the contract number, the contract starting and completion dates, the value of the contract, the contact point name and phone number, and a brief statement of services provided
- (2) **PAST PERFORMANCE** Write a narrative discussion of the offeror's past performance on contracts that were similar in nature to include:
- A listing of the major disturbances and escapes that occurred in the past five (5) years while performing similar contracts.
 - Information on problems encountered with performance of previous contracts and the offeror's corrective actions. The Contracting officer may investigate the authenticity and validity of the

information provided by the offeror. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

- Offeror shall submit for both the offeror and proposed major subcontractors: a list of all contracts and subcontracts which relate to this type of work which has been completed during the past three years and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:
 - a. Name of the contracting activity
 - b. Contract number
 - c. Contract type
 - d. Total contract value
 - e. Contract work
 - f. Contracting officer and telephone
 - g. Program manager and telephone
 - h. Administrative contracting officer, if different from # f. and telephone
 - i. List of major subcontracts
- The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certificates include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify that segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- The technical proposal shall include a listing of other relevant jobs that relate directly to the RFP and that have been performed by the firm. This section shall describe, in detail, past experience that can be applied directly to the technical area listed in the SOW.

(3) CAPABILITY

Provide a narrative discussion of available financial resources for staff, personnel, equipment and supplies to support the contract.

Offeror is to furnish with narrative proposal:

- a. A company financial statement consisting of the offeror's most recent Profit and Loss Statement and Balance Sheet certified by an independent public accountant. If a 1999 financial statement is not available, a 1998 statement may be substituted with a projected 1999 statement. All encumbrances shall be included in the financial statement. The offeror must show that it has:
 - Sufficient funds available to purchase, lease and/or maintain the land parcel, structure(s), or existing facilities;
 - Sufficient funds available to procure any necessary improvements for the land parcels, structure(s), or existing facilities which may be required in order for the resulting facilities to meet the requirements of this solicitation;

- Sufficient funds available to purchase or least the necessary equipment and supplies;
 - Sufficient number of qualified, trained employees, or the ability to obtain qualified, trained employees for the performance of the work contained in this solicitation;
 - Sufficient funds available for the salaries, equipment, equipment maintenance, facility costs, etc., for a minimum of two (2) months of contract performance. This is important because payment for performance under the resulting contract will be made monthly in arrears, within thirty (30) calendar days of receipt of a proper invoice at the designated Government office. The contractor shall invoice the Government for services performed during a given month, at the end of the month. Advance payments are not authorized and shall not be made. Thus the contractor shall not receive payment for the first month of performed services until the beginning of the third month of actual performance.
- b. Any and all commitments, loan guarantees, option to buy or lease, lease agreements, etc. must be in effect and subject to the offeror's acceptance throughout the specified minimum offer acceptance period of 18 months.
 - c. The offeror should also address how any contract awarded from this solicitation would impact continued performance on other contracts for which he/she has already received an award. Offerors should also discuss existing financial commitments, liabilities, and any outstanding judgments against them (including but not limited to judgments from IRS DOL). Offerors must positively demonstrate their financial ability to meet requirements of this contract and their ability to sustain quality performance over the, long term
 - d. Upon receipt of the documentary evidence from the offeror, the Contracting Officer may investigate the authenticity and validity of the information provided by the offeror. The Government may seek confirmation of the offeror's assertions. The offeror must make arrangements with his/her financial institutions or other parties for the release of confirming information to the Government. The Government may also contact the concerns or individuals listed in the proposal by the offerors in order to obtain information concerning the offeror's past performance of similar work and of his/her current capabilities.

(4) SITE LOCATION

Offeror shall include an address and map indicating the location of the proposed facility (offers received without this information may be deemed unacceptable). Contractors should provide:

- a. Proximity to Interstate 35 and an airport that can support the use of DC-9 size aircraft.
- b. Evidence of favorable reaction from local officials along with broad local community approval and support.
- c. Estimated time for NEPA related mitigation efforts.
- d. Evidence or demonstrate compliance with local zoning ordinances and building codes.
- e. Documentation concerning nearest fire-protection services, accessibility to public utilities, and accessibility to nearest full-service hospital having emergency evacuation services.

SPECIAL NOTE: The Government reserves the right to conduct an on-site pre-award examination of the facility or site being offered with all proposals.

(5) SITE PLAN AND FACILITY LAYOUT

- a. The offeror shall indicate whether he intends to lease, own, or a combination of those and show evidence that he or she can fulfill the stated intentions.

- b. The offeror shall include a site plan and a facility layout that shows the physical layout of the offeror's proposed detention facilities. The facilities must be in conformance with ACA standards. The layout shall include location and dimension and capabilities of all required areas (e.g. office space, indoor and outdoor recreation, hearing rooms, sleeping quarters, medical areas, kitchen(s), dining facilities, laundry facilities, sally ports, etc.). The layout shall also show windows, doors, security devices, etc.
- c. The offeror shall also include, as a minimum, discussions of appearance, safety features, spaciousness, furnishings, heating and cooling facilities, living space, recreation areas, adequate general storage spaces, and detainee property space.
- d. Consideration will be given to the site and design efficiency. For example, when evaluating proposals the Government will be looking for:
 - 1. Efficient flow of employees through the facility.
 - 2. Efficient flow of detainees through the facility.
 - 3. Maximum efficient use of space.
 - 4. Security and safety features (types and placement).
- e. The site plan and facility layout offered must fully conform to all applicable codes and zoning ordinances as well as meet ACA standards. Upon acceptance by the government, changes to the "final revision" offer shall not be made without prior written approval by the Contracting Officer.
- f. The offeror shall delineate a specific area within the facility layout for assignment to the Executive Office of Immigration Review (EOIR) in accordance with the requirements in Part I, Section C, Subsection 5, paragraph D.25(a). The Government will provide to the offeror selected for award, a layout plan of the area designated for assignment to the EOIR. Said plan shall then be incorporated into the facility layout by the offeror.

(6) PERSONNEL

The offeror should include in its proposal:

- a. An organizational chart showing all positions that will be assigned to this facility accompanied by position descriptions and Department of Labor classification. Lines of supervision per shift shall be clearly delineated. Also a discussion of what ratio of security personnel (excluding administrative support staff) to detainee will be included. Indicate, where possible, the employees which possess fluency in both English, Spanish, and/or other foreign languages. If the offeror does not currently have a sufficient number of qualified employees, he/she shall provide a brief synopsis of his/her intentions toward obtaining the necessary qualified employees.
- b. If the offeror intends to subcontract personnel to perform portions of the work contained in this solicitation, the offeror must so indicate in his/her proposal. In addition to other requirements in this solicitation regarding subcontracting (see FAR clause 52.219-9, Small Business Subcontracting Plan in Section I), the offeror shall outline which portion of the work is to be subcontracted and provide information concerning the identity, capability, and experience of any subcontractors to be utilized, or a statement that there is no plan to subcontract personnel for any portions of the contract.

(7) TRAINING

The offeror should include in the proposal a plan of the offeror's training program for personnel assigned to the facility, including a description of staff assignments for that purpose, their qualifications and experience, and a brief description of the course content.

(8) SECURITY AND CONTROL

The offeror should include the plan of the physical security measures proposed to be utilized, including but not limited to: perimeter security, secure sally ports, bars on windows, alarms on doors, etc. Offeror should discuss and/or demonstrate construction methods and materials proposed to be used within the security perimeter of the facility which are intended to enhance security of aliens and staff, e.g., detainee dayroom ceilings and walls, and security applications or design concepts for windows that maintain security while permitting natural lighting. The offeror should also discuss the application of personnel resources for secure and safe operation of the facility. Additionally, the plan shall include a comprehensive plan of action should the facility become uninhabitable due to natural causes or riots and include in the plan of how/where detainees would be housed. Also address your riot control measures and the agreements with state and local law enforcement to provide assistance so that clear cut chains of command and authority can be established and control of the facility can be reestablished.

(9) FOOD SERVICE

Offeror should include a sample twenty-one (21) day menu, and discuss the frequency with which individual dishes will be served, meal schedule, and explanation of food preparation, cooking, serving, storage, and clean-up facilities planned. Offeror shall show how planned menus meet all dietary allowance of the Food and Nutrition Board of the National Research Council, including special diet plans for religious practices of detainees as well as medical and dental needs, as well as how plan meets or exceeds all applicable sanitation and health codes, and is approved by a certified dietician. (This sample menu is to be approved by a certified dietician.)

(10) MEDICAL AND HEALTH SERVICES

Offeror should include a description of the proposed plans for compliance with OSHA requirements, for the emergency evacuation of detainees, and for soliciting detainee written health complaints.

(11) RECREATION

Offeror shall include a listing of the recreational programs, facilities, recreation equipment, and supplies to be provided, showing location within and outside the facility, quantities and extent of maintenance and/or replacement. The offeror shall also discuss staffing plans and qualifications of those responsible and operating the recreation program.

(12) RECORDS AND REPORTS

Offeror shall include a plan of the proposed records maintenance program, emergency plans for fire or other building safety emergency, operations and policy and procedures manuals, as well as evidence that the facility will conform to applicable zoning ordinances, state and local building codes, health and sanitation codes and fire and safety codes. The offeror shall also include where and how the records will be stored and how they will be protected.

(13) FACILITY MAINTENANCE

Offeror should include a plan of offeror's housekeeping and personnel services, including laundry and facility cleaning, as well as how materials are to be securely stored. The offeror shall include a discussion of the contractor's staff specifically to be applied in maintaining the facility, providing housekeeping functions, and addressing personal services, including their minimum qualifications and level of experience.

(14) TRANSPORTATION

Offeror should include transportation plan including staffing number, type and size of vehicles to be used including maintenance schedules, insurance coverage and licensing of qualified drivers and vehicles, and a plan of action should emergencies occur during a trip.

(15) QUALITY CONTROL PLAN (to be reviewed but not scored)

A copy of the Contractor 's Quality Control Plan (QCP) shall be included. The offeror shall describe its approach to evaluating and monitoring the operation of the facility during contract performance.

(16) CONTRACT ACTIVATION (to be reviewed but not scored)

The Offeror shall submit:

1. A detailed schedule of the activation process;
2. An on-site staff reporting schedule;
3. A list, with submission dates, of contractor policies to be developed and implemented;
4. A description of how it will coordinate these activities with ICE.

(Schedules shall reflect project calendar days, track task start/finish/duration; identify individual tasks and their relationship to other tasks.)

Project Coordinator for activation: The offeror shall identify its proposed project coordinator by providing the individual's name, current employment status and a resume.

The offeror's pricing proposal shall include (by performance period) the breakout of personnel costs by labor classification to include burden rates (worker's compensation, FUTA, SUTA), vacations, and benefits; supplies; cost of facility to include as a minimum the total construction cost, depreciation and method used, cost of money; estimated facility maintenance costs; G&A composition and calculation; and profit.

Offers must be transmitted or hand carried to the office listed above prior to the offer due date and time. **Prospective offerors that are planning on hand carrying offers are put on notice concerning special security procedures at above ICE office location. All visitors to the building are required to pass through a security X-ray machine and metal detector and must register with the security officer in the lobby on the first floor of the building. After registration, visitors must wait for an ICE employee to escort them to the 3rd floor office. Please plan your arrival times and scheduling accordingly. Hand carried offers will only be accepted at the 3rd floor office.**

Upon receipt of the documentary evidence from the offeror, the Contracting officer may investigate the authenticity and validity of the information provided by the offeror. The Government may seek confirmation of the contractor's assertions. The offeror must make arrangements with his/her financial institutions or other parties for the release of confirming information to the Government. The Government may also contact the concerns or individuals listed in the proposal by the offerors in order to obtain information concerning the offeror's past performance of similar work and his/her current capabilities.

Prior to the award of this contract, the Contracting Officer is required to make an affirmative determination that the prospective contractor is a "responsible" firm, one that is fully capable of satisfactorily performing the contemplated contract. This requirement necessitates consideration of the following factors relating to the fitness of the prospective contractor:

- Financial Resources
- Personnel Resources Within Firm
- Integrity
- Facilities and/or equipment

Please include names, addresses and phone numbers who can provide information needed to make this determination on a separate sheet in your proposal.

SECTION M

EVALUATION FACTORS FOR AWARD

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.arnet.gov/far>.

- 52.217-5 Evaluation of Options JUL 1990**
- 52.232-15 Progress Payments Not Included APR 1984**

1. EVALUATION OF AWARD

- (a) Proposals are to be submitted in two (2) parts for evaluation. One part will represent technical information and the other part pricing information. Each offeror's two-part proposal will be separately evaluated. A panel of DHS officers will evaluate the technical proposal. The Contracting Officer will coordinate the evaluation.
- (b) The technical evaluation panel will evaluate the technical proposal and assigned up to 250 points in accordance with paragraph M-2.
- (c) The Contracting officer will evaluate the price proposal and assign up to 225 points in accordance with paragraph M-3.
- (d) The Contracting Officer will evaluate the small business and small disadvantaged business subcontracting plans.
- (e) The Contracting Officer will limit the competitive range for purposes of efficiency in accordance with FAR 52.215-1(f)(4).

2. TECHNICAL PROPOSAL

- (a) Technical proposals shall be evaluated in the following manner:

TECHNICALLY ACCEPTABLE: To be technically acceptable, the offeror must have submitted the required technical certifications, have satisfactory past performance, and been responsive to the solicitation.

CAPABLE OF BEING MADE ACCEPTABLE: The proposal may be lacking any one of, or all, the required technical certifications, past performance information, or not be fully responsive to the solicitation, and with additional information would be capable of being made acceptable.

UNACCEPTABLE: To be unacceptable, the offeror cannot provide the required technical certifications.

- (b) Points Assigned

The ICE Evaluation Panel will evaluate technical proposals and assign points for the following criteria:

SUBJECT (CRITERIA)* POINTS ASSIGNED

- 1. Experience 0 to 25
- 2. Past Performance 0 to 50
- 3. Capability 0 to 25
- 4. Site Location 0 to 30
- 5. Site Plan and Facility Layout 0 to 40
- 6. Personnel 0 to 10

Offerors are urged to take appropriate action as may be reasonably necessary to ascertain the nature of the work and any conditions which may affect the cost of the work. Failure to do so will not relieve offerors from the responsibility for estimating properly the difficulty to successfully performing the work.

The person signing the offer must initial erasures or other changes. The Government shall not be held accountable for reasonable misinterpretations of intent caused by such changes. All entries in the solicitation shall be in ink.

7. Training	0 to 05
8. Security and Control	0 to 10
9. Food service	0 to 10
10. Medical and health Service	0 to 10
11. Recreation	0 to 05
12. Records and reports	0 to 05
13. Facility Maintenance	0 to 10
14. Transportation	0 to 15

Maximum points that can be assigned 250

Site location: Proximity to interchanges and with easy access to Interstate 35 will be more favorably evaluated. Locations requiring less time to remediate in order to comply with NEPA will also be more favorably evaluated.

(c) Other

Each offeror will be evaluated on his/her performance under existing and prior contracts for similar projects or services. Performance information will be used for responsibility determinations and the determination of the offeror's likelihood of success in performing the solicitation requirements as indicated by the offeror's record of current or past performance. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

3. PRICE PROPOSAL

- (a) Offeror's price proposal shall include all prices (including the costs for NEPA mitigation of the proposed site), as stipulated in the solicitation.
- (b) Up to 225 points are assigned for the price proposals and will be point scored in accordance with the following method:
- (1) The lowest priced acceptable proposal will be assigned the maximum points.
 - (2) Subtract the amount proposed by the lowest offeror from the amount proposed by the offeror being point-scored.
 - (3) Divide the figure obtained in (2) by the amount proposed by the offeror being point-scored.
 - (4) Multiply the resulting fraction by the maximum points.
 - (5) Subtract the point total obtained in (4) from the maximum points.

Example: A proposed \$40,000 and B proposed \$50,000.

225 cost points are in the evaluation plan.

A receives 225 points.

B gets \$50,000 minus \$40,000 = \$10,000.

\$10,000 divided by \$50,000 = .20;

.20 times 225 points = 45;

225 minus 45 = 180 points

B receives 180 points.

4. AWARD SELECTION

Proposals offering facilities with capacities of less than 1000 detainees will not be accepted or evaluated for contract award. The Government intends to evaluate all proposals that offer facilities with a capacity of 1000 detainees or more and award one contract that represents the best value to the Government. Between substantially equal technical proposals, the proposed prices will be the determining factor in selection of proposals for award. Between acceptable proposals with significant difference in technical weighting (and/or merit), including NEPA evaluation factors, a determination will be made as to whether the difference in technical merit selected by a proposal from other than the low acceptable offeror warrants payment of premium in price. The term "premium" as used herein, means the difference in price between the low acceptable offer and that other offer deemed superior from a technical standpoint.

In determining whether a premium is warranted, the importance or weight given to price will be slightly less than the importance or weight given to technical factors for which a comparative evaluation will be conducted. Notwithstanding this price/technical ratio, for determining whether a premium is warranted, the Government will only award contracts to other than low acceptable offerors if specific technical advantages can be identified and the Contracting Officer determines that those specific technical advantages are worth the amount of premium in price.

The Contracting officer has the right to determine whether two or more technical proposals are "substantially equal" or whether any differences in technical weighting are "significant" for purposes of evaluating the overall merit of proposals.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE 06/17/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-99-009.J	5. PROJECT NO. (if applicable)	
6. ISSUED BY Department of Homeland Security Immigration and Customs Enforcement Office of Procurement - Dallas 7701 N. Stemmons Freeway Attn: Tony Webb Dallas TX 75247		7. ADMINISTERED BY (if other than item 6) Department of Homeland Security Immigration and Customs Enforcement Office of Procurement - Dallas 7701 N. Stemmons Freeway Attn: Tony Webb Dallas TX 75247		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Correctional Services Corporation 1819 Main Street Suite 1000 POC: Russell Rau (281) 535 1600 Sarasota FL 34236			9A. AMENDMENT OF SOLICITATION NO.	
CODE			FACILITY CODE	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-4-C-0001 1 --	
			10B. DATED (SEE ITEM 13) 01/26/2004	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in its solicitation or its amendment, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

NET CHANGES: \$0.00

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

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103 (b).

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

D. OTHER (Specify type of modification and authority):

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

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

The purpose of this Modification is to Change the Contractor date to provide detention services.

Contractor requested time extension of 150 days

1/26/05 - 2/25/05 = 30
 2/26/05 - 3/25/05 = 30
 3/26/05 - 4/25/05 = 30
 4/26/05 - 5/25/05 = 30
 5/26/05 - 6/25/05 = 30

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

15A. NAME AND TITLE OF SIGNER (Type or print) Russell S. Rau, Senior Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony D. Webb	
15B. CONTRACTOR'S ORDER	15C. DATE SIGNED 6/17/04	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 6/17/04
<input type="checkbox"/> Vendor <input type="checkbox"/> Official <input type="checkbox"/> Receiving <input type="checkbox"/> G104 Oblig. <input type="checkbox"/> Requestor <input type="checkbox"/> Other		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 83.249	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE 06/17/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-98-009.1	PAGE OF 2	PAGES 2

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

150

Is hereby granted for completion of facility required to provide detention services as prescribed by the contract. Contractor is to be prepared to provide detention services by 6/26/05.

Please note any and all other terms and condition remain the same.

In consideration for this modification agreed to herein as a complete adjustment for the contractor's letter dated 05/10/04 proposal for extension of 150 days, the Contractor hereby releases the Government from any and all liability under this order for further adjustments attributable to such facts or circumstances giving rise to the proposal except for the definitization of this contract.

If you have any questions concerning this Modification, I can be contacted at (214) 908 [redacted] or by e-mail at [redacted] (b)(2)

00 090

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. A002
 3. EFF. DATE 08/20/2004
 4. REQUISITION/PURCHASE REQ. NO. PRO-4-0000
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE _____
 U.S. Dept of Homeland Security
 U.S. Immigr and Customs Enforcement
 425 I Street NW
 Room 2208
 Washington DC 20536
 7. ADMINISTERED BY (If other than Item 6) CODE _____
 U.S. Immigr and Customs Enforcement
 Headquarters Procurement Division
 425 I Street NW
 Room 2208
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
 Correctional Services Corporation
 1819 Main Street Suite
 Suite 1000
 Sarasota FL 34236
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 X ACD-4-C-0001 / --
 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

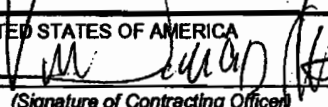
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET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

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

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

The purpose of this modification is to make administrative changes as follows:
 1) Change the contract administration office
 From: Department of Homeland Security (Immigration & Customs Enforcement) Office of Procurement - Dallas 7701 N. Stemmons Freeway Attn: Tony Webb Dallas TX 75247
 To: Department of Homeland Security Immigration & Customs Enforcement 425 I Street, NW, Rm 2208 Washington, DC 20536.

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Victoria D. Short
 15B. CONTRACTOR/OFFEROR
 (Signature of person authorized to sign)
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 BY 
 (Signature of Contracting Officer)
 16C. DATE SIGNED
 8/20/04

Vendor Receiving
 Official G104 Oblig.
 Requestor Other

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA FAR (48 CFR) 53.243

90

60

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.
A002

3. EFF. DATE
08/20/2004

4. REQUISITION/PURCHASE REQ. NO.
PRO-4-0000

PAGE OF PAGES
2 | 2

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

2. The Contracting Officer (CO) is hereby changed from Anthony D. Webb to Jan K. Wisor.

3. The Contract Specialist (CS) is hereby changed from Tony webb to Kathleen Gregory.

Questions regarding this modification contact Kathleen Gregory (202) 353- [REDACTED] (b)(2)
Contract Specialist

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P0003

03/12/2005

6. ISSUED BY

CODE

ICB07

7. ADMINISTERED BY (if other than Item 6)

CODE

DHS

Immigration and Customs Enforcement
425 I Street NW
Rm 2208
Washington DC 20536

Department of Homeland Security
HQ Procurement Office
425 I Street NW
Room 2208
Washington DC 20536

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

CORRECTIONAL SERVICES CORP
1819 MAIN STREET SUITE 1000
SARASOTA FL 342365951

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
ACD-4-C-0001

10B. DATED (SEE ITEM 13)

CODE: 8256222510000

FACILITY CODE

03/12/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required.)

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

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

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

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

Tax ID Number: (b)(2)

DUNS Number:

The purpose of this modification is to change the Contract Specialist from Kathleen Gregory to Ronald Jean-Baptise. All other terms and conditions remain unchanged.

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

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

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

Jan K. Wisor

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00004

06/26/2005

See Page 3.

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (if other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

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

CORRECTIONAL SERVICES CORP
1819 MAIN STREET SUITE 1000
SARASOTA FL 342365951

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

ACD-4-C-0001

10B. DATED (SEE ITEM 13)

CODE

8256222510000

FACILITY CODE

01/26/2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required.)
See Page 3 of this modification.

Net Increase:

(b)(4)

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
UNILATERAL - FAR 52.222-41 & 52.222-43

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

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

Tax ID Number: (b)(2)
DUNS Number:
FOB: Destination
Discount Terms:
Net 30

See Page 2 and 3 of this Modification for a complete description.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Victoria D. Short	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	06/29/05

NSN 7540-01-152-8070
Previous editions unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to issue a Notice to Proceed, incorporate wage grade determinations, incorporate an equitable adjustment, revise the schedule portion of the contract, provide incremental funding and make an administrative change.

1. The Contractor is hereby notified that pursuant to the terms of the Contract they are authorized to proceed with operations at the South Texas Detention Complex located in Pearsall, TX, starting at 12:00AM Central Standard Time on 06/26/05.
2. Department of Labor (DOL) Wage Grade Determination (WGD) No. 1994-2519, Revision #22, dated 03/01/2005, found as Attachment B to this modification, is hereby incorporated into the Base Year of this Contract.
3. The Government hereby accepts the equitable adjustment dated March 14, 2005, from the Contractor in response to the incorporation of DOL WGD 1994-2519 in item 2 of this modification. In consideration of this modification agreed to herein as complete and equitable adjustment for the Contractor's proposal for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this adjustment.
4. Section B, pages 2 through 7, dated 12-29-03, are hereby revised in accordance with pages 1 through 7, dated 06/22/2005, found as Attachment A to this modification.
5. The Contract Periods of Performance are hereby designated as follows:

BASE PERIOD	06/26/2005 to 06/25/2006
OPTION PERIOD ONE	06/26/2006 to 06/25/2007
OPTION PERIOD TWO	06/26/2007 to 06/25/2008
OPTION PERIOD THREE	06/26/2008 to 06/25/2009
OPTION PERIOD FOUR	06/26/2009 to 06/25/2010

6. The Contract Specialist is hereby changed from Ronald Jean-Baptiste to Robert Manard.
7. Incremental funding in the amount of [REDACTED] is hereby provided for CLIN 0001A, 0001B and 0001C for the period of performance of 06/26/2005 to 09/30/2005. (b)(4)
8. Incremental funding in the amount of [REDACTED] for CLIN 0001C for the period of performance 10/01/2005 to 06/25/2006 is hereby provided in accordance with Federal Acquisition Regulation Clause 52.232-18.

52.232-18 -- Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

- 9. This modification has changed the amount of funds obligated on this Contract from \$0.00 to [REDACTED] for a net increase of [REDACTED]
- 10. This modification has increased the total estimated value of this contract from [REDACTED] to [REDACTED] for an increase of [REDACTED] (b)(4)
- 11. All other terms and conditions of this Contract remain the same.
- 12. Any questions concerning this modification should be addressed to Robert Manard, Contract Specialist, at 202-305-[REDACTED] (b)(2)

ACCOUNTING & APPROPRIATION DATA

REQUISITION NUMBER: DRO-05-RQ0373

CLIN 0001A

[REDACTED]

REQUISITION NUMBER: DRO-05-RQ0404

(b)(2), (b)(4)

CLIN 0001A

[REDACTED]

REQUISITION NUMBER: DRO-05-RQ0404

CLIN 0001B

[REDACTED]

CLIN 0001C

(b)(2), (b)(4)

[REDACTED]

REQUISITION NUMBER: DRO-05-RQ0405

CLIN 0001C

[REDACTED]

(b)(2), (b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. P00005
 3. EFFECTIVE DATE 11/15/2005
 4. REGISTRATION/PURCHASE REG. NO. FA0060041A
 5. PROJECT NO. (if applicable)

6. ISSUED BY U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 CODE ICB
 7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 CODE ICB

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CORRECTIONAL SERVICES CORP
 1819 MAIN STREET SUITE 1000
 SARASOTA FL 342365951
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 ACD-4-C-0001
 10B. DATED (SEE ITEM 13)
 03/12/2005
 CODE 8256222510000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required.)
 See Schedule A Net Increase of (b)(4)

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

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
 X D. OTHER (Specify type of modification and authority)
 UNILATERAL - FAR 52.222-41 & 52.222-43

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

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

Tax ID Number: (b)(2)
 DUNS Number:

The purpose of this modification is to reflect the following:

1. Provide incremental funding in the amount of (b)(4) for adult detention facility for the period of 10/1/05 - 10/31/05. The funding is for CLIN 0001C.
2. This modification has increased the total obligated amount from (b)(4) to (b)(4) by (b)(4)

All other terms and conditions remain the unchanged.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Jan K. Wisor
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 11/21/05
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
 ACD-4-C-0001/P00005

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 6/27/2005 - 6/26/2006 Procurement POC: Kelly Waite 202-616- Program Office POC: (b)(2) Marcos Reyna 210-967- Invoicing Instructions: Send one original invoice to the Program POC. The Program POC must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/ORDER/ISSUANCE NO. P00006	3. EFFECTIVE DATE 10/01/2005	4. PRESSION/ORDER/REG. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONAL SERVICES CORP 1819 MAIN STREET SUITE 1000 SARASOTA FL 342365951	9A. AMENDMENT OF SOLICITATION NO. (x)	9B. DATED (SEE ITEM 11)
CODE 8256222510000 FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 03/12/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: [REDACTED] (b)(4)

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

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

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

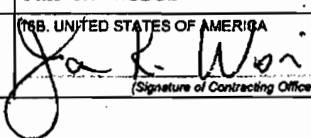
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: Not Available
DUNS Number: [REDACTED] (b)(2)

The purpose of this modification is to reflect the following:

1. Provide incremental funding of [REDACTED] for adult guaranteed housing at the Pearsall, Texas Detention Facility for the period of 10/01/2005 thru 10/31/2005. This funding is applied to CLIN 0001C. (b)(4)
2. Provide incremental funding of [REDACTED] for guaranteed adult housing at the Pearsall, Texas Detention Facility for the period of 11/01/2005 thru 11/30/2005. This funding is applied to CLIN 0001C.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	18B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	18C. DATE SIGNED 3/23/06

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
ACD-4-C-0001/P00006

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. Provide incremental funding of [REDACTED] for guaranteed adult housing at the Pearsall, Texas Detention Facility for the period of 12/01/2005 thru 06/26/2006. This funding is applied to CLIN 0001C.</p> <p>4. This modification has increased the total obligation from [REDACTED] by [REDACTED] to [REDACTED] [Re: FAO060041B/FAO060041C/FAO060041D]</p> <p>The total obligation amount for this modification is [REDACTED]</p> <p>5. INVOICING INSTRUCTIONS: Send one original invoice to the Program point of contact. The Program Official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment. FOB: Destination Discount Terms: [REDACTED] (b)(2) Period of Performance: 06/26/2005 to 06/25/2006 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536</p>	(b)(4)			
0002	<p>CLIN 0001C. GUARANTEE HOUSING FOR THE PERIOD OF 10/01/05 - 10/31/05. RATE INCREASE OF [REDACTED] PER MOD; [REDACTED]</p> <p>CONTINUATION OF PO ACD-4-C-0001. Obligated Amount: [REDACTED] Requisition No: FAO060041B</p> <p>Delivery: 10/31/2005</p>	[REDACTED]	EA	[REDACTED]	(b)(4)
0003	<p>CLIN 0001C. GUARANTEE HOUSING FOR THE PERIOD OF 11/01/05 - 11/30/05. [REDACTED]</p> <p>Obligated Amount: [REDACTED] Requisition No: FAO060041C</p> <p>Delivery: 11/30/2005</p> <p>Continued ...</p>	[REDACTED]	EA	[REDACTED]	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-4-C-0001/P00006

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>CLIN 0001C. GUARANTEED HOUSING FOR THE PERIOD OF 12/01/05 - 06/26/06.</p> <p>CONTINUATION OF PO ACD-4-C-0001. Obligated Amount: [REDACTED] Requisition No: FA0060041D</p> <p>Delivery: 06/26/2006 Procurement POC: Claire J. Cashwell, (202) 514-[REDACTED] (b)(2) DHS/ICE 425 I Street, NW, Room 2208 Washington, DC 20536</p> <p>Program Office POC: Marcos Reyna 210-967-[REDACTED] (b)(2) DHS/ICE/STDC 566 Veterans Drive Pearsall, TX 78061</p> <p>All other terms and conditions remain unchanged.</p>	[REDACTED]	EA	[REDACTED]	[REDACTED]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00007

See Block 16C

PRO-06-00000

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

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

CORRECTIONAL SERVICES CORP
1819 MAIN STREET SUITE 1000
SARASOTA FL 342365951

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
ACD-4-C-0001

10B. DATED (SEE ITEM 11)

CODE 8256222510000

FACILITY CODE

03/12/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: Not Available

DUNS Number: (b)(2)

The purpose of this administrative modification is to appoint Ruben D. Garza as a COTR for the South Texas Detention Center.

Please see attachment A for complete details.

Continued ...

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

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

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

Jan K. Wisor

16B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACD-4-C-0001/P00007

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Procurement POC: Claire J. Cashwell, (202) 514-██████████ DHS/ICE 425 I Street, NW, Room 2208 Washington, DC 20536 (b)(2)</p> <p>Program Office POC: Marcos Reyna 210-967-██████████ DHS/ICE/STDC 566 Veterans Drive Pearsall, TX 78061</p> <p>Invoicing Instructions: Send one original invoice to the program POC. The program official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

P00008

3. EFFECTIVE DATE

04/28/2006

4. REQUISITION/PURCHASE REQ. NO.

PRO-06-00001

5. PROJECT # (if applicable)

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

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

THE GEO GROUP INC
621 NW 53RD ST STE 700
BOCA RATON FL 334878242

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

ACD-4-C-0001

10B. DATED (SEE ITEM 11)

03/12/2005

CODE

6127064650000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: [REDACTED]

(b)(2)

DUNS Number: [REDACTED]

The purpose of this modification is to reflect the following:

1. In reference to The GEO Group Inc. memorandum dated 14 November 2005, The GEO Group Inc. had acquired Correctional Services Corporation (CSC). ICE Office of the Principal Legal Advisor had reviewed and assented to the Merger and License Agreements hereby attached. As a result, the contractor's name under Contract Number ACD-4-C-0001 and all task orders under the same is hereby changed to The GEO Group Inc.

Continued ...

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

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

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

Jan K. Wisor

B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

17B. UNITED STATES OF AMERICA

18C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

540-01-152-9070

1 edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-4-C-0001/P00008

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the authority of contract clause: "Option to Extend the Term of the Contract - Services" FAR 52.217-9 (MAR 2000), the Contracting Officer hereby exercises Option Year I for the period 26 June 2006 through 25 June 2007.</p> <p>3. The cumulative amount of subject contract is increased by [REDACTED] (Option I) from [REDACTED] (Base) to [REDACTED] (b)(4)</p> <p>4. Additional funding to cover the period of 26 June 2006 through 25 June 2007 is subject to availability of funds.</p> <p>5. Funding for this option will be specified on individual task orders.</p> <p>6. All other terms and conditions remain the same.</p> <p>7. Refer any questions regarding this modification to Mr. Ronald Jean-Baptiste, (202) 307-[REDACTED] (b)(2)</p> <p>Procurement POC: Ronald Jean-Baptiste, (202) 307-[REDACTED] DHS/ICE 425 I Street, NW, Room 2208 (b)(2) Washington, DC 20536</p> <p>POC: Jay Sparks 210-231-[REDACTED] Fax 210-231-4571 COTR: Ruben D Garza DHS/ICE/STDC 566 Veterans Drive Pearsall, TX 78061</p> <p>Invoicing Instructions: Send one original invoice to the program POC. The program official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

P00009 07/12/2006 FA0060041E

6. ISSUED BY CODE ICE 7. ADMINISTERED BY (If other than Item 5) CODE ICE

U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536

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

THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001

10B. DATED (SEE ITEM 11)

CODE 6127064650000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

(b)(2)

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

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

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

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

D. OTHER (Specify type of modification and authority)

X Mutual Agreement of both parties/Email and correspondence dated 07/26/2006.

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

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

Tax ID Number: (b)(2)

DUNS Number:

See Page 2 and Attachment A.

Period of Performance: 06/27/2006 to 06/26/2007

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

15A. NAME AND TITLE OF SIGNER (Type or print) MICHAEL D. MARTIN Vice President, Contract Compliance		15C. DATE SIGNED 7-28-06		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald Jean-Baptiste	
15B. CONTRACTING OFFICER GEO Group, Inc. (Signature of person authorized to sign)		15D. DATE SIGNED		16B. UNITED STATES OF AMERICA Ronald Jean-Baptiste (Signature of Contracting Officer)	
NSN 7540-01-152-8070 Previous edition unusable				16C. DATE SIGNED JUL 26 2006	

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 63.243

Contractor: The GEO Group Inc.

The purpose of this modification is to reflect the following:

1. Provide guaranteed housing at the Pearsall, Texas Detention Center Facility for the period of June 26, 2006 thru September 30, 2006.

CLIN 1001C - Guaranteed Housing for the Period of 06/27/2006 through 09/30/2006

The total obligated amount is (b)(4)

2. Increase the contract's capacity from per year to an increase of beds, See revised Schedule B, Attachment A.

Option I is hereby increased by from
Option II is hereby increased by from \$
Option III is hereby increased by from \$
Option IV is hereby increased by from (b)(4)

Total ceiling is hereby changed by from to

3. Per conversation and e-mail confirmation on 26 July 2006 between the Office Of Acquisition Management, ICE and The Geo Group Inc, Clause 52.216-5 Price Redetermination—Prospective (OCT 1997) is hereby incorporated by reference.

Note

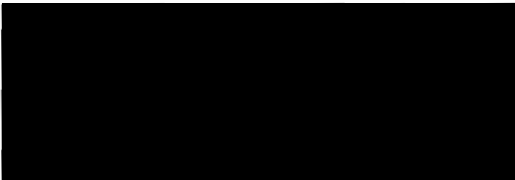
The first period shall extend from the date of this modification through 30 days thereafter and the second period for the remaining contract period of performance.

6. Procurement Point of Contact: Claire J. Cashwell, Contract Specialist, DHS/ICE/Office of Acquisition Management, 425 I Street, NW, Room 2208, Washington, D. C. 20536. Telephone Number: (202) 514- (b)(2)

Except as provided herein all other terms and conditions remain unchanged.

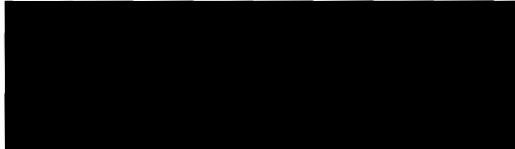
Option Period I: June 26, 2006 - June 25, 2007 (365 days)

CLIN 1001 Adult Detainees
CLIN 1002 Adult Detainees
CLIN 1003 Juvenile Detainees
CLIN 1021 Adult Detainee Wages
CLIN 1022 On-Call & Remote Post



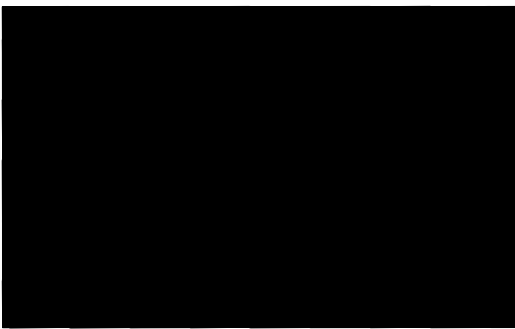
Additional Beds Above the 1,000 Adult & 20 Juvenile beds available; July 17, 2006 - June 25, 2007 (344 days)

CLIN 1023 Adult Detainees
CLIN 1024 Adult Detainees
CLIN 1025 Adult Detainees
TOTAL



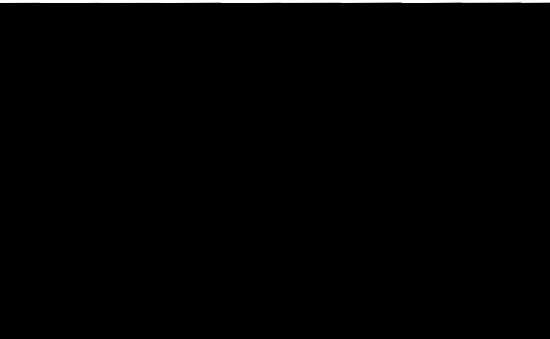
Option Period II: June 26, 2007 - June 25, 2008 (365 days)

CLIN 2001 Adult Detainees
CLIN 2002 Adult Detainees
CLIN 2003 Juvenile Detention
CLIN 2021 Adult Detainee Wages
CLIN 2022 On-Call & Remote Post
CLIN 2023 Adult Detainees
CLIN 2024 Adult Detainees
CLIN 2025 Adult Detainees
TOTAL



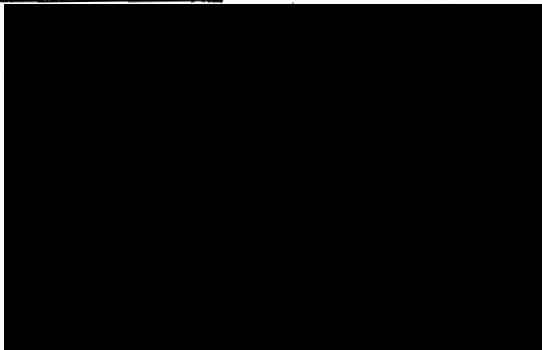
Option Period III: June 26, 2008 - June 25, 2009 (365 days)

CLIN 3001 Adult Detainees
CLIN 3002 Adult Detainees
CLIN 3003 Juvenile Detention
CLIN 3021 Adult Detainee Wages
CLIN 3022 On-Cell & Remote Post
CLIN 3023 Adult Detainees
CLIN 3024 Adult Detainees
CLIN 3025 Adult Detainees
TOTAL



Option Period IV: June 26, 2009 - June 25, 2010 (365 days)

CLIN 4001 Adult Detainees
CLIN 4002 Adult Detainees
CLIN 4003 Juvenile Detention
CLIN 4021 Adult Detainee Wages
CLIN 4022 On-Call & Remote Post
CLIN 4023 Adult Detainees
CLIN 4024 Adult Detainees
CLIN 4025 Adult Detainees
TOTAL



(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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1 2

AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 09/07/2006	4. REQUISITION/PURCHASE REG. NO. FAO060041F	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 6127064650000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	
		10B. DATED (SEE ITEM 11) 03/12/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Not Increase

(b)(2), (b)(4)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.216-18 ORDERING (OCT 1995)

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

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

Tax ID Number: [Redacted]
DUNS Number: [Redacted]
The purpose of this modification is to do the following:

(b)(4)

1. Provide funding in the amount of [Redacted] for adult guaranteed housing at the Pearsall, Texas Detention Facility. This funding applies to CLIN 1001, ADULT DETAINEE.

Option I is funded and the amount currently available under Option I for payment hereunder is limited to [Redacted]. No legal liability in the part of the Government for payment in excess of [Redacted] shall arise under Option I unless additional funds are made

Continued ... (b)(4)

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ronald Jean-Baptiste	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald Jean-Baptiste
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 9/18/06

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>available and are incorporated as a modification to this contract.</p> <p>The cumulative total amount presently available for payment by the Government and allotted to the base contract is limited [REDACTED] (b)(4)</p> <p>Except as provided herein all other terms and conditions remain unchanged.</p> <p>Discount Terms: [REDACTED] (b)(2)</p> <p>Delivery Location Code: DROPEARSALL SOUTHWEST TEXAS DETENTION COMPLEX 566 VETERAN'S DRIVE POC: MARCOS REYNA PEARSALL TX 78061 USA</p> <p>FOB: Destination Period of Performance: 06/27/2006 to 06/26/2007</p> <p>ADULT DETAINEE Obligated Amount: [REDACTED]</p>	[REDACTED]	EA	[REDACTED]	(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
P00011	10/01/2006	FAO070155		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	ICE
U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	ICE	U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x)		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001		
		10B. DATED (SEE ITEM 11) 03/12/2005		
CODE	6127064650000	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				
Net Increase: _____ (b)(2), (b)(4)				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
X	FAR 52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984).			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
Tax ID Number: _____ (b)(2)				
DUNS Number: _____ (b)(2)				
The purpose of this modification is as follows: _____ (b)(4)				
1. Provide additional funding in the amount of _____ for guaranteed adult housing of detainees at the Pearsall, Texas Detention Facility for the period of 06/27/2006 thru 06/26/2007. This funding applies to CLIN 1001, ADULT DETAINEE. The funds are now available for payment of services.				
The cumulative total amount presently available for payment by the Government and allotted to the base contract is increased from _____ by _____ to _____ (b)(4)				
Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Claire J. Cashwell		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	01/26/2007	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-4-C-0001/P00011

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NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>for the period of 06/27/2006 thru 06/26/2007.</p> <p>Discount Terms: [REDACTED] (b)(2)</p> <p>Delivery Location Code: DROPEARSALL SOUTHWEST TEXAS DETENTION COMPLEX 566 VETERAN'S DRIVE POC: MARCOS REYNA PEARSALL TX 78061 USA</p> <p>FOB: Destination Period of Performance: 06/27/2006 to 06/26/2007</p>				
1002	<p>ESTIMATED COST OF DETENTION FACILITY FOR ADULT GUARANTEED HOUSING OF DETAINEES Obligated Amount: [REDACTED]</p> <p>Program Office Point of Contact: Marcos Reyna, COTR, Department of Homeland Security, U. S. Immigration and Customs Enforcement, STDC, 566 Veterans Drive, Pearsall, TX 78061; Telephone #210-967-[REDACTED]</p> <p>Procurement Office Point of Contact: Claire J. Cashwell, Contracting Officer, Department of Homeland Security, U. S. Immigration and Customs Enforcement, Office of Acquisition Management, 425 I Street, NW, Room 2208, Washington, D. C. 20536. Telephone: 202-514-[REDACTED] (b)(2)</p> <p>Except as provided herein, all other terms and conditions remain unchanged.</p>	[REDACTED]	EA	[REDACTED]	(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

P00012 04/20/2007 FA0070156 & FA0070156A

6. ISSUED BY CODE ICE 7. ADMINISTERED BY (If other than item 6) CODE ICE

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

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

THE GEO GROUP INC
621 NW 53RD ST STE 700
BOCA RATON FL 334878242

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
ACD-4-C-0001

10B. DATED (SEE ITEM 11)

CODE 6127064650000 FACILITY CODE

03/12/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

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

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

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

Tax ID Number: (b)(2)
DUNS Number:

1. The purpose of this modification is to add funds to CLIN 1002 for the period of October 1, 2006 through September 30, 2007.

2. Additional funding is provided in the amount of

3. The cumulative total amount presently available for payment by the Government and allotted to the base contract is increased from by to (b)(4)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Johanna Klema
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	4-20-2007
	(Signature of Contracting Officer)

NSN 7540-01-162-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-4-C-0001/P00012

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NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002A	<p>4. All other terms and conditions remain unchanged.</p> <p>Discount Terms: Net 30</p> <p>FOB: Destination</p> <p>Period of Performance: 10/01/2006 to 09/30/2007</p> <p>Additional funds for CLIN 1002: Variable costs for detention. Funding added in the amount of [REDACTED] (unit price of [REDACTED] Man-Days) for the period of performance 01/01/2007 through 09/30/2007.</p> <p>Obligated Amount: [REDACTED]</p> <p>Accounting Info: [REDACTED]</p> <p>Funded: [REDACTED]</p>	1	EA	[REDACTED]	[REDACTED]
1002B	<p>Additional funds for CLIN 1002: Variable costs for detention. Funding added in the amount of [REDACTED] (unit price of [REDACTED] Man-Days) for the period of performance 10/01/2006 through 09/30/2007.</p> <p>Obligated Amount: [REDACTED]</p> <p>Accounting Info: [REDACTED]</p> <p>Funded: [REDACTED]</p> <p>The Contracting Officer is now Mrs. Johanna Klema, (202) 616-[REDACTED] (b)(2)</p> <p>Program/Invoice POC: Mr. Marcos Reyna (210) 967-[REDACTED] (b)(2)</p>	1	DA	[REDACTED]	[REDACTED]

2. AMENDMENT/MODIFICATION NO. P00014
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. FA070155A
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE ICE U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 7. ADMINISTERED BY (if other than item 6) CODE ICE U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 THE GEO GROUP INC
 621 NW 53RD ST STE 700
 BOCA RATON FL 334878242
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 ACD-4-C-0001
 10B. DATED (SEE ITEM 11)
 03/12/2005
 CODE 612706465000 FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: [REDACTED] (b)(4)
 SEE BELOW

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number [REDACTED] (b)(2)
 DUNS Number: [REDACTED]
 The purpose of this modification is to add needed funds that will allow for the remainder of FY 07 in option period two (June 26, 2007 to September 30, 2007 to be fully funded).

Please see attachment A for breakdown of various costs.
 The additional funds are [REDACTED] This increases the obligated amount by (b)(4) from [REDACTED] to [REDACTED]

Delivery: 30 Days After Award
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 James D Adams
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 7 June 2007
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-4-C-0001/P00014

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2 3

NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

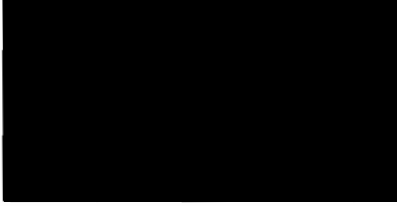
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001.0	<p>Discount Terms: [REDACTED] (b)(2)</p> <p>Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536</p> <p>FOB: Destination Period of Performance: 06/26/2007 to 06/25/2008</p> <p>Add Item 0001.0 as follows:</p> <p>ADDITIONAL FUNDING FOR GUARANTEED HOUSING AND OVERAGES FOR THE PERIOD OF 10/01/06 - 06/25/07. CONTINUATION OF ACD-4-C-0001. THIS INCREASES THE OBLIGATION BY [REDACTED] TO [REDACTED] Obligated Amount: [REDACTED]</p> <p>Funding is as follows: [REDACTED] (b)(2) [REDACTED]</p> <p>All other terms and conditions remain the same.</p>	1	EA	[REDACTED]	[REDACTED]

ATTACHMENT A

CLIN	268 Days			97 Days				
	Period 6/25/2007	POP	Unit Price	Extension	Period 6/26/2007	POP	Unit Price	Extension
10/1/2006	QTY				QTY			
1001					2001			
1002					2002			
1003					2003			
1021 (wages)				2021 (wages)				
1021 (transportation)				2021 (transportation)				
1022				2022				
(based on 257 days)				2023				
1023								
(based on 257 days)				2024				
1024								
(based on 257 days)				2025				
1025								
Total				Total				

(b)(4)

(b)(4)



Total of What We Need

WHAT WE

OBLIGATED:

BLACK

P00010

(Requisition #

FAO060041F CLIN 1001 (prorated to include FY 07 money only)

P00011

(Requisition

#FAO070155 CLIN 1001 (prorated to include FY 07 money only)

P00012

(Requisition

#FAO070156

&

FAO070156A CLIN 1002

Total Amount

Obligated

Difference

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00015 See Block 16C

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 THE GEO GROUP INC
 621 NW 53RD ST STE 700
 BOCA RATON FL 334878242

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 ACD-4-C-0001
 10B. DATED (SEE ITEM 11)
 03/12/2005
 CODE 6127064650000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE
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 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 43.103(B)

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

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

Tax ID Number [redacted] (b)(2)
 DUNS Number: [redacted]

The purpose of this modification is to exercise Option Period Two using a proper wage determination as listed below. This also gives the contractor the full 30 days allowed under the Fair Labor Standards Act and Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts) to request a rate adjustment.

The wage determination listed in modification 13 was incorrect.

Option Period Number two will run from June 26, 2007 to June 25, 2008 under the authority of FAR 52.217-9 "Option to Extend the Term of the Contract"

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 James D. Adams
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 20 June 2007

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACD-4-C-0001/P00015

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OF

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12

NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FAR 52.232-19 "Availability of Funds for the Next Fiscal Year": Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.</p> <p>The contractor must notify the Contracting Officer in writing within thirty (30) days after receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222.-43.</p> <p>The attached wage determination number 2005-2519 revision number 2 dated 5/29/2007 applies.</p> <p>All other terms and conditions remain the same. Period of Performance: 06/26/2007 to 06/25/2008</p>				

WD 05-2519 (Rev.-2) was first posted on www.wdol.gov on 06/05/2007

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

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2519
 Revision No.: 2
 Date Of Revision: 05/29/2007

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg,
 Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	9.49
01012 - Accounting Clerk II	10.65
01013 - Accounting Clerk III	12.45
01020 - Administrative Assistant	14.54
01040 - Court Reporter	11.47
01051 - Data Entry Operator I	9.00
01052 - Data Entry Operator II	9.82
01060 - Dispatcher, Motor Vehicle	11.28
01070 - Document Preparation Clerk	9.07
01090 - Duplicating Machine Operator	9.11
01111 - General Clerk I	8.79
01112 - General Clerk II	10.19
01113 - General Clerk III	11.63
01120 - Housing Referral Assistant	11.90
01141 - Messenger Courier	8.31
01191 - Order Clerk I	9.00
01192 - Order Clerk II	9.82
01261 - Personnel Assistant (Employment) I	10.93
01262 - Personnel Assistant (Employment) II	12.23
01263 - Personnel Assistant (Employment) III	13.68
01270 - Production Control Clerk	11.03
01280 - Receptionist	9.11
01290 - Rental Clerk	10.69
01300 - Scheduler, Maintenance	9.90
01311 - Secretary I	10.62
01312 - Secretary II	11.78
01313 - Secretary III	13.08
01320 - Service Order Dispatcher	9.65
01410 - Supply Technician	14.54
01420 - Survey Worker	10.62
01531 - Travel Clerk I	9.78
01532 - Travel Clerk II	10.71
01533 - Travel Clerk III	11.48
01611 - Word Processor I	9.18
01612 - Word Processor II	10.85

01613 - Word Processor III	11.36
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.12
05010 - Automotive Electrician	12.19
05040 - Automotive Glass Installer	11.41
05070 - Automotive Worker	11.41
05110 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	12.83
05160 - Motor Equipment Metal Worker	11.41
05190 - Motor Vehicle Mechanic	12.83
05220 - Motor Vehicle Mechanic Helper	9.62
05250 - Motor Vehicle Upholstery Worker	10.78
05280 - Motor Vehicle Wrecker	11.41
05310 - Painter, Automotive	12.19
05340 - Radiator Repair Specialist	11.41
05370 - Tire Repairer	9.40
05400 - Transmission Repair Specialist	12.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	8.46
07041 - Cook I	8.08
07042 - Cook II	8.63
07070 - Dishwasher	6.54
07130 - Food Service Worker	7.23
07210 - Meat Cutter	10.65
07260 - Waiter/Waitress	6.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	11.99
09040 - Furniture Handler	8.25
09080 - Furniture Refinisher	11.99
09090 - Furniture Refinisher Helper	9.29
09110 - Furniture Repairer, Minor	10.71
09130 - Upholsterer	11.89
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	6.84
11090 - Gardener	9.26
11122 - Housekeeping Aide	6.84
11150 - Janitor	8.56
11210 - Laborer, Grounds Maintenance	7.50
11240 - Maid or Houseman	6.59
11260 - Pruner	6.82
11270 - Tractor Operator	8.74
11330 - Trail Maintenance Worker	7.50
11360 - Window Cleaner	8.54
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.61
12012 - Certified Occupational Therapist Assistant	20.11
12015 - Certified Physical Therapist Assistant	19.00
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	28.00
12030 - EKG Technician	20.43
12035 - Electroneurodiagnostic Technologist	20.43
12040 - Emergency Medical Technician	12.02
12071 - Licensed Practical Nurse I	13.02
12072 - Licensed Practical Nurse II	14.61
12073 - Licensed Practical Nurse III	16.34
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	13.30
12160 - Medical Record Clerk	12.34

12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	11.22
12210 - Nuclear Medicine Technologist	32.22
12221 - Nursing Assistant I	7.96
12222 - Nursing Assistant II	8.95
12223 - Nursing Assistant III	9.77
12224 - Nursing Assistant IV	10.95
12235 - Optical Dispenser	14.66
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	18.40
12311 - Registered Nurse I	22.39
12312 - Registered Nurse II	27.39
12313 - Registered Nurse II, Specialist	27.39
12314 - Registered Nurse III	33.14
12315 - Registered Nurse III, Anesthetist	33.14
12316 - Registered Nurse IV	39.71
12317 - Scheduler (Drug and Alcohol Testing)	18.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.59
13012 - Exhibits Specialist II	19.32
13013 - Exhibits Specialist III	23.45
13041 - Illustrator I	15.59
13042 - Illustrator II	19.32
13043 - Illustrator III	23.45
13047 - Librarian	21.39
13050 - Library Aide/Clerk	7.90
13054 - Library Information Technology Systems Administrator	17.22
13058 - Library Technician	9.94
13061 - Media Specialist I	11.18
13062 - Media Specialist II	12.40
13063 - Media Specialist III	13.76
13071 - Photographer I	13.34
13072 - Photographer II	14.92
13073 - Photographer III	18.50
13074 - Photographer IV	21.32
13075 - Photographer V	26.60
13110 - Video Teleconference Technician	13.94
14000 - Information Technology Occupations	
14041 - Computer Operator I	10.16
14042 - Computer Operator II	12.23
14043 - Computer Operator III	14.66
14044 - Computer Operator IV	16.36
14045 - Computer Operator V	18.16
14071 - Computer Programmer I (1)	14.85
14072 - Computer Programmer II (1)	16.72
14073 - Computer Programmer III (1)	22.14
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	22.70
14102 - Computer Systems Analyst II (1)	26.90
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	11.53
14160 - Personal Computer Support Technician	16.36
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	22.70
15020 - Aircrew Training Devices Instructor (Rated)	26.90
15030 - Air Crew Training Devices Instructor (Pilot)	27.69
15050 - Computer Based Training Specialist / Instructor	22.70
15060 - Educational Technologist	20.81

15070 - Flight Instructor (Pilot)	27.69
15080 - Graphic Artist	14.95
15090 - Technical Instructor	16.83
15095 - Technical Instructor/Course Developer	19.52
15110 - Test Proctor	10.62
15120 - Tutor	10.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.21
16030 - Counter Attendant	7.21
16040 - Dry Cleaner	8.62
16070 - Finisher, Flatwork, Machine	7.21
16090 - Presser, Hand	7.21
16110 - Presser, Machine, Drycleaning	7.21
16130 - Presser, Machine, Shirts	7.21
16160 - Presser, Machine, Wearing Apparel, Laundry	7.21
16190 - Sewing Machine Operator	9.07
16220 - Tailor	9.55
16250 - Washer, Machine	7.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.84
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	9.24
21030 - Material Coordinator	13.09
21040 - Material Expediter	12.99
21050 - Material Handling Laborer	9.44
21071 - Order Filler	8.43
21080 - Production Line Worker (Food Processing)	9.29
21110 - Shipping Packer	9.03
21130 - Shipping/Receiving Clerk	9.03
21140 - Store Worker I	9.03
21150 - Stock Clerk	12.56
21210 - Tools And Parts Attendant	9.29
21410 - Warehouse Specialist	9.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	13.15
23021 - Aircraft Mechanic I	12.52
23022 - Aircraft Mechanic II	13.15
23023 - Aircraft Mechanic III	13.81
23040 - Aircraft Mechanic Helper	9.29
23050 - Aircraft, Painter	11.71
23060 - Aircraft Servicer	11.21
23080 - Aircraft Worker	11.23
23110 - Appliance Mechanic	12.88
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	17.15
23130 - Carpenter, Maintenance	11.71
23140 - Carpet Layer	10.96
23160 - Electrician, Maintenance	13.97
23181 - Electronics Technician Maintenance I	12.65
23182 - Electronics Technician Maintenance II	14.54
23183 - Electronics Technician Maintenance III	17.58
23260 - Fabric Worker	10.35
23290 - Fire Alarm System Mechanic	12.52
23310 - Fire Extinguisher Repairer	10.00
23311 - Fuel Distribution System Mechanic	14.91
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23380 - Ground Support Equipment Mechanic	12.52
23381 - Ground Support Equipment Servicer	11.21

23382 - Ground Support Equipment Worker	11.23
23391 - Gunsmith I	9.45
23392 - Gunsmith II	10.81
23393 - Gunsmith III	12.17
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
12.95	
23430 - Heavy Equipment Mechanic	15.10
23440 - Heavy Equipment Operator	11.73
23460 - Instrument Mechanic	12.52
23465 - Laboratory/Shelter Mechanic	11.47
23470 - Laborer	7.66
23510 - Locksmith	11.71
23530 - Machinery Maintenance Mechanic	13.55
23550 - Machinist, Maintenance	12.32
23580 - Maintenance Trades Helper	9.24
23591 - Metrology Technician I	12.52
23592 - Metrology Technician II	13.15
23593 - Metrology Technician III	13.81
23640 - Millwright	12.52
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	12.32
23810 - Plumber, Maintenance	11.99
23820 - Pneudraulic Systems Mechanic	12.52
23850 - Rigger	13.04
23870 - Scale Mechanic	11.23
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	12.11
23931 - Telecommunications Mechanic I	14.91
23932 - Telecommunications Mechanic II	15.65
23950 - Telephone Lineman	13.77
23960 - Welder, Combination, Maintenance	12.32
23965 - Well Driller	12.52
23970 - Woodcraft Worker	12.32
23980 - Woodworker	10.41
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.23
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	6.28
24620 - Family Readiness And Support Services Coordinator	6.82
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	12.32
25040 - Sewage Plant Operator	11.71
25070 - Stationary Engineer	12.32
25190 - Ventilation Equipment Tender	9.29
25210 - Water Treatment Plant Operator	10.47
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.56
27007 - Baggage Inspector	8.79
27008 - Corrections Officer	13.28
27010 - Court Security Officer	16.40
27030 - Detection Dog Handler	12.84
27040 - Detention Officer	14.37
27070 - Firefighter	15.77
27101 - Guard I	8.79
27102 - Guard II	12.84
27131 - Police Officer I	20.81
27132 - Police Officer II	24.06

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	7.66
28042 - Carnival Equipment Repairer	8.09
28043 - Carnival Equipment Worker	7.37
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	11.12
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	10.82
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	11.42
29020 - Hatch Tender	11.42
29030 - Line Handler	11.42
29041 - Stevedore I	10.38
29042 - Stevedore II	11.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	13.08
30022 - Archeological Technician II	13.85
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	16.56
30061 - Drafter/CAD Operator I	12.32
30062 - Drafter/CAD Operator II	13.76
30063 - Drafter/CAD Operator III	15.37
30064 - Drafter/CAD Operator IV	17.07
30081 - Engineering Technician I	11.39
30082 - Engineering Technician II	12.80
30083 - Engineering Technician III	14.30
30084 - Engineering Technician IV	17.74
30085 - Engineering Technician V	20.42
30086 - Engineering Technician VI	25.48
30090 - Environmental Technician	17.27
30210 - Laboratory Technician	15.99
30240 - Mathematical Technician	17.08
30361 - Paralegal/Legal Assistant I	13.76
30362 - Paralegal/Legal Assistant II	15.69
30363 - Paralegal/Legal Assistant III	18.12
30364 - Paralegal/Legal Assistant IV	20.90
30390 - Photo-Optics Technician	17.08
30461 - Technical Writer I	17.74
30462 - Technical Writer II	20.42
30463 - Technical Writer III	24.36
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	15.37
30621 - Weather Observer, Senior (3)	17.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	7.71
31030 - Bus Driver	12.69
31043 - Driver Courier	10.30
31260 - Parking and Lot Attendant	7.41
31290 - Shuttle Bus Driver	10.45

31310 - Taxi Driver	7.32
31361 - Truckdriver, Light	10.30
31362 - Truckdriver, Medium	11.15
31363 - Truckdriver, Heavy	13.26
31364 - Truckdriver, Tractor-Trailer	13.26
99000 - Miscellaneous Occupations	
99030 - Cashier	8.33
99050 - Desk Clerk	7.10
99095 - Embalmer	21.69
99251 - Laboratory Animal Caretaker I	10.30
99252 - Laboratory Animal Caretaker II	10.81
99310 - Mortician	21.69
99410 - Pest Controller	11.02
99510 - Photofinishing Worker	9.34
99710 - Recycling Laborer	9.54
99711 - Recycling Specialist	11.39
99730 - Refuse Collector	9.09
99810 - Sales Clerk	8.85
99820 - School Crossing Guard	9.54
99830 - Survey Party Chief	15.13
99831 - Surveying Aide	10.29
99832 - Surveying Technician	12.66
99840 - Vending Machine Attendant	8.67
99841 - Vending Machine Repairer	9.84
99842 - Vending Machine Repairer Helper	8.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 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 eight paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **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 regrading 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of

the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}. 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.