

<b>SOLICITATION, OFFER, AND AWARD</b>		THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES A-1 76
1. CONTRACT NUMBER ACB-3-C-0002	3. SOLICITATION NUMBER ACB-2-R-0034	4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	5. DATE ISSUED 08/01/2002	6. REQUISITION/PURCHASE NUMBER DDP-03-004	
7. ISSUED BY Immigration & Naturalization Svc Kimball Avenue South Burlington VT 05403		8. ADDRESS OFFER TO (if other than item 7) US Immigration & Naturalization Svc 70 Kimball Avenue South Burlington VT 05403			

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 land carried, in the depository located in South Burlington until 4:30 p.m. local time 9/13/2002  
(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: Deborah A. Parot	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 802-872-4102	C. EMAIL ADDRESS Deborah.A.Parot@usdoj.gov
---------------------------	------------------------------	--	---

**11. TABLE OF CONTENTS**

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X	A	2	X	I	5
X	B	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	34	X	J	1
	D		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	2	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	3	X	K	8
X	G	2	X	L	9
X	H	3	X	M	4

**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.

compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is period 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 (%) .5 NET 10	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
	01	8/12/02	04	8/27/02
	02	8/12/02		
	03	8/13/02		

15A. NAME AND ADDRESS OF OFFEROR ASSET PROTECTION & SECURITY SERVICES, INC 4455 SPID, SUITE 117 CORPUS CHRISTI, TX 78411 DUNS: 009741828	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) SCOTT MANDEL PRESIDENT/CEO
--	--

15B. TELEPHONE NO. (Include area code) 361-853-8562	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM <input type="checkbox"/> ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE 	18. OFFER DATE 11/4/02
--	---	-------------------	---------------------------

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED Items 0001 - 0004	20. AMOUNT (b)(4) Estimated	21. ACCOUNTING AND APPROPRIATION INFORMATION Funds will be obligated on individual task orders.
--	--------------------------------	--

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 Part I, Section G
---	--	------------------------

24. ADMINISTERED BY (If other than item 7) CODE	PAYMENT WILL BE MADE BY CODE
	See Part I, Section G

26. NAME OF CONTRACTING OFFICER (Type or print) ROGER E. FREGEAU	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 1/3/03
---	--	--------------------------

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

# TABLE OF CONTENTS

	<u>PAGE</u>
<b>PART I - THE SCHEDULE</b>	
SECTION A - SOLICITATION, OFFER AND AWARD.....	A-1 THRU A-2
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS .....	B-1 THRU B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT .....	C-1 THRU C-35
SECTION E - INSPECTION AND ACCEPTANCE .....	E-1 THRU E-2
SECTION F - DELIVERIES OR PERFORMANCE .....	F-1 THRU F-3
SECTION G - CONTRACT ADMINISTRATION DATA .....	G-1 THRU G-2
SECTION H - SPECIAL CONTRACT REQUIREMENTS .....	H-1 THRU H-3
<b>PART II - CONTRACT CLAUSES</b>	
SECTION I - CONTRACT CLAUSES .....	I-1 THRU I-5
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	
SECTION J - LIST OF ATTACHMENTS .....	J-1 THRU J-1

**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1** In accordance with the attached specifications, the Contractor shall provide custody officer service for the Immigration and Naturalization Service (INS). The Contractor shall provide all administrative services, manpower, supervision, equipment and supplies necessary to furnish unarmed detention services in support of the INS Buffalo Federal Detention Facility (BFDF), 4250 Federal Drive, Batavia, New York 14020. This contract is for one base year plus four one year options. The base year period will be from January 27, 2003 (or date stated in the contract Notice to Proceed, whichever is later) through January 26, 2004 (or a year after date stated in the contract Notice to Proceed, whichever is later). This is a non-personal service contract as defined by FAR 37.1.

**B.2** The man-hour quantities listed below are estimated quantities and not a guarantee of any kind although they are based on past history and anticipated requirements. Man-hour means productive hour. Only productive hours can be invoiced. Productive hours are only those actually on the job to man positions or perform supervisory functions. Man-hour unit prices shall include all costs (direct and indirect), profit and overhead. Costs include but are not limited to management, wages, benefits, training time, holiday and vacation time, sick leave, relief custody officers, drug testing, equipment, material, uniforms, shift differentials, insurance and any other costs required to perform this contract.

**B.3** Performance for the base year will be dependent upon the issuance of satisfactory security clearances for the entire work force. Contract performance will not begin until satisfactory security clearances have been received and successfully processed by INS Security and a written Notice to Proceed is issued by the Contracting Officer. Each Offeror is advised that all security paperwork must be submitted timely in accordance with Section C, Subsection 2, paragraph A.

**B.4** Offeror must provide firm fixed pricing for the Base Year and Four One-Year Option Periods for all line items listed below:

Base Period-The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continue for a period of one year.

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
0001	BFDF Productive Man-Hours	191,440	Man-hour	\$	\$
0002	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$(b)(4)	\$
0003	On-call Hours	17,520	Man-hour	\$	\$(b)(4)
0004	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	<b>BASE YEAR TOTAL</b>	226,480			\$

First Option Period – Commences upon expiration of the Base Period and extends for a period of one year. *4/1/04 - 3/31/05*

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
0001A	BFDF Productive Man-Hours	191,440	Man-hour	\$	\$
0002A	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$(b)(4)	\$
0003A	On-call Hours	17,520	Man-hour	\$	\$(b)(4)
0004A	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	<b>FIRST OPTION YEAR TOTAL</b>	226,480			\$

Second Option Period – Commences upon expiration of the First Option Period and extends for a period of one year. *4/1/05 - 3/31/06*

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
0001B	BFDF Productive Man-Hours	191,440	Man-hour	\$	\$
0002B	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$(b)(4)	\$
0003B	On-call Hours	17,520	Man-hour	\$	\$(b)(4)
0004B	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	<b>SECOND OPTION YEAR TOTAL</b>	226,480			\$

Third Option Period – Commences upon expiration of the Second Option Period and extends for period of one year. *4/1/06 - 3/31/07*

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
0001C	BFDF Productive Man-Hours	191,440	Man-hour	\$	\$
0002C	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$(b)(4)	\$
0003C	On-call Hours	17,520	Man-hour	\$	\$(b)(4)
0004C	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	<b>THIRD OPTION YEAR TOTAL</b>	226,480			\$

*See  
Memo  
#*

Fourth Option Period – Commences upon expiration of the Third Option Period and extends for a period of one year. 4/1/07 - 3/31/08

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
0001D	BFDF Productive Man-Hours	191,440	Man-hour	\$	\$
0002D	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$ (b)(4)	\$
0003D	On-call Hours	17,520	Man-hour	\$	\$ (b)(4)
0004D	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	<b>FOURTH OPTION YEAR TOTAL</b>	226,480			\$

Base Period Total \$

First Option Period Total \$

Second Option Period Total \$ (b)(4)

Third Option Period Total \$

Fourth Option Period Total \$

Total Estimated Cost including Base and Four Option Years \$ (b)(4)

The Government reserves the right to exercise the annual option periods no later than the expiration date of the current period of performance provided a preliminary notice of intent to extend is given in writing at least 60 days before contract expiration, subject to availability of funds.

Any mention of a year in the Schedule above is automatically 366 days for the purpose of any leap year.

END OF SECTION B

SECTION C - TABLE OF CONTENTS

	PAGE
SECTION C — DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT .....	C-1
C.1. INTRODUCTION .....	C-1
A. Background .....	C-1
B. Scope of Work .....	C-1
C. Location of Services .....	C-1
D. Explanation of Terms .....	C-2
E. Rules and Regulations .....	C-7
F. Ambiguities .....	C-8
C.2. REQUIREMENTS .....	C-8
SUBSECTION 1 — GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT .....	C-8
A. Quality Control Plan .....	C-8
B. Quality Assurance Plan .....	C-9
C. Contractor's Policies and Procedures Manual .....	C-9
D. INS Operations Manual .....	C-10
E. Facility Staffing Plan, Organizational Chart, Key Personnel .....	C-10
F. Employee Standards .....	C-10
G. Training Program .....	C-11
H. Meetings .....	C-11
SUBSECTION 2 — PERSONNEL .....	C-11
A. Security Requirements .....	C-11
B. Minimum Standards of Employee Conduct .....	C-14
C. Minimum Personnel Qualifications Standards .....	C-15
D. Health Requirements for Custody Officers .....	C-16
E. Removal from Duty .....	C-17
F. Tour of Duty Restrictions .....	C-18
G. Dual Positions .....	C-18
H. Post Relief .....	C-19
I. Personnel Files .....	C-19
J. Uniform Requirements .....	C-19
K. Permits and Licenses .....	C-20
L. Encroachment .....	C-20
M. Work Requirements .....	C-20
SUBSECTION 3 — TRAINING .....	C-22

A.	General Training Requirements .....	C-22
B.	Supervisory Training .....	C-24
C.	Proficiency Testing .....	C-25
D.	Certified Instructors .....	C-25
E.	Training Documentation .....	C-25

SUBSECTION 4 – FACILITY SECURITY AND CONTROL ..... C-25

A.	Security and Control (General).....	C-25
B.	Unauthorized Access .....	C-26
C.	Direct Supervision of Detainees.....	C-26
D.	Log Books and Records and Reports .....	C-26
E.	Detainee Counts.....	C-26
F.	Daily Inspections .....	C-27
G.	Control of Contraband .....	C-27
H.	Keys and Access Control Devices.....	C-27
I.	Control of Chemicals.....	C-28
J.	Post Orders.....	C-28
K.	Deviation from Schedule Assignments .....	C-28
L.	Use of Force Policy.....	C-28
M.	Use of Restraints Policy.....	C-29
N.	Intelligence Information .....	C-29
O.	Lost and Found .....	C-29
P.	Escapes.....	C-29

SUBSECTION 5 – DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES  
..... C-30

SUBSECTION 6 – HEALTH SAFETY AND EMERGENCY STANDARDS ..... C-30

A.	Disturbances and Safety.....	C-30
B.	Evacuation Plan .....	C-30
C.	Injury, Illness, and Reports.....	C-31
D.	Protection of Employees.....	C-31
E.	Medical Requests.....	C-31
F.	Emergency Medical Evacuation.....	C-31
G.	Detainee Death or Injury.....	C-31
H.	Sanitation and Hygienic Living Conditions .....	C-31

SUBSECTION 7 – FACILITY, EQUIPMENT, SUPPLIES..... C-32

A.	Property Accountability.....	C-32
B.	Facility, Equipment Supplies and Instructions Furnished by the Government ...	C-32
C.	Equipment and Supplies Furnished by the Contractor.....	C-33

SECTION C  
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION

A. Background

The United States Immigration and Naturalization Service (INS), an agency of the United States Department of Justice (DOJ), is responsible for the detention of aliens in removal proceedings, and aliens subjects to final order of removal. INS houses these detainees in Service Processing Centers (SPCs) and a variety of other federal, state, local and private facilities.

B. Scope of Work

The Contractor shall furnish unarmed custody officer services, including management personnel, supervision, manpower, relief custody officers, uniforms, equipment, and supplies to provide custody officer services seven (7) days a week, twenty-four (24) hours per day at the Immigration and Naturalization Service, Buffalo Federal Detention Facility (BFDF), 4250 Federal Drive, Batavia, New York 14020. The BFDF is responsible for the detention of both INS and United States Marshall Service (USMS) detainees. All detainees the Facility houses are of male gender.

The Contractor shall provide its own equipment, supplies and forms that pertain to its own business enterprise. Business activities may include replacing equipment and manpower to ensure full service at the INS location. Also, the Contractor shall provide full and complete cooperation in any request or investigation conducted by the Government.

The Contractor is to include in the man-hour rate at the Schedule in Section B all costs for services INS requires in the contract.

C. Location of Services

The population of the below named facility will be classified as High, Medium, or Low Risk Level. Security services to be provided by the Contractor will be performed as described below.



Post Positions And Man-Hours Requiring Detention Service

POST ASSIGNMENTS	POST HOURS					# of Days per Week	TOTAL	CONTRACT
	Shift 1	Shift 2a	Shift 2b	Shift 3a	Shift 3b		POSITION	HOURS
	0000 - 0800	0500 - 1300	0800 - 1600	1300 - 2100	1600 - 2400		S	
Patrol/Escort	2	x	4	x	2	7	8	23360
Corridor	x	1	x	1	x	7	2	5840
Kitchen	x	1	1	1	x	7	3	8760
Medical	x	x	2	x	2	5	4	8320
Laundry	x	x	1	x	x	5	1	2080
B-Sub	1	x	1	x	1	7	3	8760
B-1	1	x	1	x	1	7	3	8760
B-2	1	x	1	x	1	7	3	8760
B-3	1	x	1	x	1	7	3	8760
Relief B-Pod	1	x	1	x	1	7	3	8760
C-Sub	1	x	1	x	1	7	3	8760
C-1	1	x	1	x	1	7	3	8760
C-2	1	x	1	x	1	7	3	8760
C-3	1	x	1	x	1	7	3	8760
C-4	1	x	1	x	1	7	3	8760
Relief C-Pod	1	x	1	x	1	7	3	8760
Relief/Lunch	1	x	1	x	1	7	3	8760
Wk Details (Day Shift)	x	x	2	x	x	7	2	5840
Wk Details (Night Shift)	x	x	x	x	2	7	2	5840
IP	x	x	1	x	x	7	1	2920
Recreation (Day Shift)	x	x	2	x	x	7	2	5840
Recreation (Night Shift)	x	x	x	x	2	7	2	5840
Shakedown Team	x	x	2	x	2	7	4	11680
Supervisors	2	x	2	x	2	7	6	17520
On Call Guard Hours*								<del>17520</del>
<b>TOTALS</b>	16	2	30	2	24	169	74	226480

\*On-call Posts. Contract guards responding to the on-call post requirement may be used in any of the positions outlined above. INS-provided post orders will be available for each post. Consistent with INS Detention Standards, on-call posts may also include duty at local hospitals, performing escort duties or performance at other duty locations as specified by the COTR. Responders shall arrive fully prepared for duty in accordance with contract requirements within two hours of receiving the on-call request. INS will make every effort to schedule on-call needs at least 24 hours in advance when the need is other than emergent in nature.

D. Explanation of Terms

ACA Standards - The American Correctional Association Standards (ACA) for Adult Local Detention Facilities, latest edition.

Administrative Contracting Officer (ACO) - INS employee responsible for contract compliance, contract administration, cost control, property control, and reviewing COTR's assessment of Contractor's performance.

Administrative Segregation - A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

Alien - Any person who is not a citizen or national of the United States.

Booking - A procedure for the admission of an INS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the detainees accompanying personal property.

Classification - A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

Contraband - Any item possessed by a detainee or found within the facility which is declared illegal by law, or expressly prohibited by the INS or the Contractor. Contraband may include, but is not limited, to the following: drugs and alcohol, sharp objects or hardware that could be fashioned into a weapon, perishable foods that may pose health or spoilage problems, and printed materials that incite to riot, agitate the population, or otherwise cause safety and security problems.

Contract Employee - An employee of a private Contractor hired to perform a variety of detailed services within the detention facility.

Contracting Officer (CO) - The INS employee empowered to award, amend, administer, and terminate contracts.

Contracting Officer's Technical Representative (COTR) - The INS employee(s) designated and authorized by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in administering the contract.

Contractor - The firm, individual or entity, following contract award, with whom the INS enters into this contract. The provider of services described in the Performance Work Statement (PWS).

Credentials - Documents providing primary source verification including education, training, licensure, experience, board certification and expertise of an employee.

Custody Officers - Contractor's uniformed unarmed employees responsible for the security, care, and supervision of detainees being detained or under INS proceedings. The officer is also responsible for the safety and security of the facility.

Department of Justice (DOJ) - Refers to the Department of Justice, an agency of the United States Government.

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily the Immigration and Naturalization Service (INS). Many detainees have substantial and varied criminal histories.

Emergency - Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, natural disaster or other serious incident.

Emergency Care - Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

Employee - Refers to a person employed by the Contractor.

Entry on Duty (E.O.D.) - The first day the employee begins performance at a designated duty station on this contract.

Executive Office of Immigration Review (EOIR) - A division within the Department of Justice responsible for conducting administrative court proceedings for detainees relating to immigration law.

Facility - The physical plant and grounds in which the Contractor's services are provided.

First Aid - Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.

Government - Refers to the United States Government.

Grievance - A written complaint filed by a detainee concerning personal health/welfare or the operation and services of the facility.

Health Authority - The physician, health administrator, or agency on-site who is responsible for health care services pursuant to a written agreement, contract, or job description.

Health Care - The action taken, preventive and therapeutic, to provide for the physical and mental well being of a population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

Health Care Personnel - Licensed individuals who in keeping with their respective levels of health care training or experience, provide health services to detainees.

Health Trained Personnel (Medically trained personnel) - Public Health Service (PHS) officials who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.

Health Unit (HU) - The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

Incident Report - A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

Immigration and Naturalization Service (INS) - An agency of the Department of Justice (DOJ), responsible for naturalization of aliens as well as the detention and removal of illegal aliens.

Juvenile - A male or female under 18 years old who has entered the United States and is in the custody of the INS and subject of removal proceedings under the Immigration and Naturalization Act, and may have an application for asylum pending with the Executive Office of Immigration Review (EOIR).

Man-hour rate - The rate that includes all costs, overhead and profit required to perform the contract. Costs include management, wages, benefits, training time, holiday and vacation pay, sick leave, materials, equipment and any other costs to meet contract requirements described in the solicitation and as shown in man-hours chart, Section C. Only productive hours can be invoiced. Productive hours are those hours when the required services are performed.

Medical Screening - A system of structured health assessment or observation to identify detainees who pose a health or safety threat to themselves or others.

Non-contact visitation - A barrier which restricts detainees from having physical contact with visitors. Usually screens or glass separates the detainee from the visitor. Voice communication between the parties is typically accomplished with telephones or speakers.

Pat Down Search - A quick patting of the prisoner's outer clothing to determine the presence of contraband.

Performance Requirements Summary (PRS) - A condensed listing of tasks, standards, acceptable quality level, and relative value of the services required by the PWS. The PRS identifies the essential service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

Performance Work Statement (PWS) - That portion of the contract (Section C) which describes the services to be performed under this contract.

Physician - An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.

Policy - A definite written course or method of action which guides and determines present and future decisions and actions.

Procedure - The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

Project Manager – Contract employee responsible for on-site supervision of all Contract employees with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Custody Officer or Supervisory Custody Officer.

Property - Refers to personal property belonging to a detainee.

Proposal - The written plan submitted by the Contractor for consideration by the INS in response to the Request For Proposal (RFP).

Public Health Service (PHS) – A federal agency working in conjunction with INS to provide health care for detainees.

Quality Assurance – The actions taken by the Government to assure services meet the requirements of the PWS.

Quality Assurance Plan (QAP) – An organized written document prepared and used by the Government for quality assurance of the Contractor performance. The document contains the Government specific methods, sampling guides, checklists used in determining whether the Contractor provided service meets quantity, quality, timeliness, effectiveness, and cost standards.

Quality Control (QC) – The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

Restraint Equipment - This includes handcuffs, wrist restraints, leg restraints, and disposable nylon straps.

Safety Equipment - Fire fighting equipment, including, but not limited to, chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits and stretchers.

Security Post Log Book - Official record of post operations and inspections.

Security Risk – High, Medium, Low

High Risk Level - Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.

Medium Risk Level - Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.

Low Risk Level - Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

Sensitive Information - Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.

Sick call - A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.

Special Housing Unit (SHU) - The space set aside within the facility for administrative detention or disciplinary segregation.

Standard Operating Procedures (SOP) – Written instructions utilized within an operation that are consistent with local operational requirements and follow or refer to INS or ACA Standards.

Start-Up Inspection – Initial Inspection conducted by the Government to ensure Contractor meets the requirements of the PWS.

Strip Search - An examination of a detainee's body unclothed, for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while it is not being worn. (Note: Body cavity searches shall only be performed by INS-approved medical personnel.)

Suitability Check – Security clearance process for Contractor and all Contract employees to determine suitability to work.

Training - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in a classroom setting or supervised on the job training.

Weapons – This includes, but is not limited to, firearms, ammunition, knives, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

X-ray search - A photographic search by use of x-rays.

#### E. Rules and Regulations

The Contractor shall abide by all rules and regulations governing the site. The rules and regulations are found in the following sources:

- The INS Operations Manual
- Post Orders
- General Directives
- American Correctional Association (ACA) Standards (Most current edition)
- The INS Officer's Handbook
- M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public)
- The INS Detention Standards
- (see <http://www.ins.usdoj.gov/graphics/lawsregs/guidance.htm>)

- All rules and regulations governing public buildings and grounds
- All regulations provided to the Contractor through the COTR

The Contractor shall not use or permit the use of the Government premises for any unlawful purpose, or any unlawful act.

F. Ambiguities

All services must comply with the PWS and all applicable state and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

C.2 REQUIREMENTS

SUBSECTION 1 — GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT

The Contractor shall provide a safe and secure environment for staff, detainees and the public through effective security. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facility, respond effectively to emergencies, limit tools and other potentially dangerous equipment, and secure posts. The Contractor shall monitor detainee programs and Contractor staff performance. In addition, the Contractor shall communicate policy, procedures and operational practices using INS written instructions and policy statements.

A. Quality Control Plan

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the plan policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to insure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s) and timely implementation plans(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

B. Quality Assurance Plan (QAP)

The INS has developed the Quality Assurance Plan (QAP) pursuant to the requirements of the PWS, Section C. Section E of the contract sets forth the procedures and guidelines that INS will use to inspect the technical performance of the Contractor.

1. The purpose of the QAP is to:

- a. Define the roles and responsibilities of participating Government officials.
- b. Define the types of work to be performed.
- c. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- d. Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials

The COTR(s) and designees will participate in assessing the quality of the Contractor's performance.

- a. The COTR(s) will be responsible for monitoring, assessing, recording and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b. The Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance. The ACO will review the COTR's evaluation of the Contractor performance. If applicable, deductions will be assessed in accordance with guidance provided in Section F, para. F-6.

C. The Contractor's Policies and Procedures Manual

The Contractor shall provide a Policies and Procedures Manual for INS approval within 30 days after award, which, at a minimum, addresses the following:

- Organization
- Recruiting procedures
- Opportunities for Equal Employment
- Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits
- Screening employees for illegal drug use
- Holidays, leave, and work hours
- Personnel records, employee evaluations, promotion, retirement
- Training
- Standards of conduct, disciplinary procedures, and grievance procedures
- Resignation and termination
- Employee-management relations
- Subjects listed in Subsection 2 of this PWS

The Contractor must provide a copy of the Policy and Procedures Manual to contract employees at the facility. Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.



#### D. INS Operations Manual

The Contractor shall maintain the site specific INS Operations Manual that contains INS written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

#### E. Facility Staffing Plan, Organizational Chart, Key Personnel

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facility. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO and COTR upon request.

The Contractor shall provide resumes for key personnel as identified by the COTR (such as: Training Officer, Project Manager and Supervisory Custody Officers). No key personnel shall perform any duties under the contract until the Contracting Officer and the COTR have approved their performance of such duties. The COTR must provide written approval prior to any employee being assigned to perform any duties under this contract. The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. The following are considered key personnel for the contract:

1. Project Manager. The official holding this position, even in an acting capacity, shall meet ACA requirements. The Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, have at least five years of related administrative experience, and demonstrate administrative ability and leadership. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.
2. Supervisory Custody Officers. Supervisors must be trustworthy and must have a minimum of two year of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service or security service supervisory positions).

In the absence of the Project Manager, a designated person shall be placed in charge. This individual shall perform only job duties of a project manager in providing oversight and direction to contract custody officers and interfacing with INS COTRs and/or designated Service officers and the Contracting Officer on all contract-related matters.

#### F. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees as

required in Subsection 2 of this PWS. The Contractor will affect disciplinary or adverse action against employees who disregard those standards.

#### G. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in ACA Standards and Subsection 3 of this PWS. The training plan shall include proficiency testing, instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award, the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan.

#### H. Meetings

The Project Manager shall participate in INS facility meetings as required by the COTR.

### SUBSECTION 2 — PERSONNEL

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior and integrity. The Contractor will affect disciplinary or adverse action against employees who disregard those standards.

#### A. Security Requirements

The INS 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 worksite during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The INS 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 worksite 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 favorable entry on duty (EOD) decision 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 favorable EOD decision or a full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by INS, 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 a favorable EOD decision by the INS ACB Contract Security Office (SEC).

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 INS. 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 INS Contract Security Office. All initial prospective Contractor applicants/employees shall submit the following completed forms to the INS Contract Security Office 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 45 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 custody officers or detention officers only.
3. Form FD-258, "Fingerprint Card" (two copies).
4. Foreign National Relatives or Associates Statement (original and one copy).
5. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act".
6. Form G-736 – "Pre-Employment Suitability Check" (2 years employment verification).

The Contractor (using Form G-736) shall 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 2 years).
2. Reason for leaving employment.
3. Eligibility for rehire.
4. Name of person contacted.
5. Name of employee doing the interview on behalf of the Contractor.

The Contractor shall conduct and provide the results of the pre-screening employment activity along with a current credit check.

Necessary forms shall be provided by the government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by INS 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.

Prior to the granting of a favorable EOD decision, the Contractor must submit the results of a drug screening on the applicant, to the COTR. Drug testing of an applicant will commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicants drug test must be submitted to the COTR no later than 21 calendar days after receipt

of an applicant's personnel suitability packet. 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 INS reserves 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 INS at any time. The Contractor shall have a random drug-screening program, the results of each screening shall be provided to INS immediately.

Drug screening shall be ordered and accomplished at Contractor's expense. INS 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 Contractor is required to submit the names and social security numbers of transferring employees to the INS Office of Security to authorize transfer. Be advised updated checks will be required if there is a break in service of more than 30 days.

INS reserves the right and prerogative to require the Contractor to remove any contract employee from the INS contract, terminate the services 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 DOJ standards of conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The Contractor shall notify the Contracting Officer of all employee resignations, terminations, or transfers within five days of occurrence.

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

The Contractor shall notify the INS immediately of any individual withdrawn from the application process. Failure of the Contractor to notify the INS of a change in status of an individual applying for employment under this contract shall result in a monetary deduction. The Contractor shall provide the COTR with a monthly employee listing of current employees working on the contract.

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

In the interest of limiting access to potentially sensitive information and Information Technology (IT) Systems, INS will consider only U.S. Citizens and Legal Permanent Residents (LPR) for employment on this contract. INS will not approve LPRs for employment on this contract in any position requiring the LPR to access or assist in the development, operation, management or maintenance of Department of Justice (DOJ) IT systems, unless a waiver has been granted by the DOJ Chief Information Officer.

Subject to existing laws, regulations and other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor, 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.

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

#### B. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees must certify in writing that they have read and understand these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except in the performance of duties under this contract.
3. No employee may interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor or service, from any detainee, any detainee's

family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, no employee shall give any gift, favor, or service to detainees, detainee's family, or associates.

4. No employee shall enter into any business relationship with detainees or their families (e.g. - selling, buying or trading personal property).
5. No employee shall have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Project Manager or INS Supervisor any violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity to the COTR. Violations may result in employee removal from the INS facility. Failure on the part of the Contractor either to report a known violation, or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person who is currently an employee of any federal agency, or whose employment would present an actual or apparent conflict of interest.

C. Minimum Personnel Qualification Standards

The Contractor shall ensure each person, employed by his firm, has a valid Social Security Card issued by the Social Security Administration. He/she shall be a United States Citizen or a lawful permanent resident approved for this contract, and possess a high school diploma, or equivalent (GED). Contract employees shall not have a criminal record.

In addition, each contract employee shall meet the following requirements to the satisfaction of the COTR:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
  - The ability to greet and deal tactfully with the general public;
  - Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;

- Ability to maintain poise and self-control during situations that involve mental stress; such as fires, explosions, civil disturbances, and building evacuations.
- All Contract employees shall have as a minimum one year of 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.

#### D. Health Requirements for All Custody Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Custody Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

A Report of Medical Examination, (Standard Form-88) shall evidence the physical fitness of each Custody Officer. If requested by the COTR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each SF-88. Prior to the officer's initial assignment or reassignment to the INS site, the Contractor shall certify in writing to the COTR that each Custody Officer is in full compliance with the following:

1. Custody Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Custody Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/200 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination are the Ishihara color (14 plates). X-chrome lenses are not acceptable to the INS as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by COTR.
3. Custody Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Custody Officers shall not have heart, lung, skeletal, or other physical defects that would impair his/her ability to perform effectively in either normal or emergency situations.
5. All Custody Officers shall possess unimpaired use of hands, arms, legs, and feet. Custody Officers shall be able to run when necessary, be capable of handling portable fire extinguishers, building fire hoses, and related equipment.

6. Custody Officers shall be able to wear all necessary equipment, or other protective items.
7. Custody Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration; 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Custody Officer's health status to the COTR. If the COTR determines that Contract employees do not meet minimum health standards, the Contractor's employee must undergo a "fitness for duty" examination at no cost to the Government.

E. Removal From Duty

1. If the COTR or the Contractor receives and confirms disqualifying information concerning a Contract employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and 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 the following:
  - a. Conviction of a felony, a crime of violence, or a serious misdemeanor.
  - b. Possessing a record of arrests for continuing offenses.
  - c. Falsification of information entered on suitability forms.
2. The INS may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform their duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:
  - a. Violation of the Rules and Regulations Governing Detention facilities set forth in INS Publications entitled "Detention Officer Handbook";
  - b. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
  - c. 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;



- d. Falsification or 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;
  - e. Theft, vandalism, immoral conduct, or any other criminal actions;
  - f. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
  - g. Unethical or improper use of official authority or credentials;
  - h. Unauthorized use of communication equipment or government property;
  - i. Misuse of equipment;
  - j. Violations of security procedures or regulations;
  - k. Recurring tardiness;
  - l. Possession of alcohol or illegal substances while on duty;
  - m. Undue fraternization with detainees as determined by the COTR;
  - n. Failure to comply with visitor procedures as determined by the COTR;
  - o. Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense resulting in, or contributing to, a detainee escape; and,
  - p. Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
  - q. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
3. At the direction of the COTR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. If such reassignments are not available, the Contractor shall remove the employee from work under this contract.
  4. Employees removed under this contract cannot be employed on any other INS contract.
  5. The Contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

#### F. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. Further, if an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

#### G. Dual Positions

No contract employee can hold the position of a Custody Officer and that of a Supervisory Custody Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

## H. Post Relief

As indicated in the post orders, no Custody Officer shall leave his post until relieved by another Custody Officer. When the Contractor or Contractor Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Custody Officers on break.

## I. Personnel Files

The Contractor shall maintain a system of personnel files, and keep all personnel files on site and available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

## J. Uniform Requirements

These requirements apply to Supervisory Custody Officers and Custody Officers who perform work under the contract.

### 1. Uniforms:

The design and color of the Contractor's uniforms shall not be similar to those worn by INS officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia (if cap is part of uniform) must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat and in good order.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, cap (optional), jacket, shoes or boots, duty belt, mini-mag flashlight and holder, handheld radio (INS provided) and handcuff holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall have the right to approve or disapprove any uniform apparel.

### 2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and nonuniformed (clerical employees, if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.

K. Permits and Licenses

1. Business Permits and Licenses

The Contractor must obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the District, Municipality, County, and State in which the INS work site(s) is/are located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable Federal, State, and Local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits and licenses as required by the District, Municipality, County, and State in which the INS work site is located. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

L. Encroachment

Contract employees shall not have access to Government equipment, documents, materials and telephones for any purpose other than as authorized by INS. Contract employees shall not enter any restricted areas of the facility unless necessary for the performance of their duties. The Contractor's authority under this contract is limited to space or posts that are under the charge and control of INS. The Contractor will not extend his services into any other areas.

M. Work Requirements

The criteria for the Contractor to follow in establishing work schedules, and contact reliefs, rest periods, and for starting and stopping work are as described below:

1. Post Work Schedules

The Contractor shall prepare work schedules one week in advance for two week periods for supervisors and custody officers, and shall post those schedules in work areas or locker rooms. Schedules shall be prepared on GSA Form 1874, or other forms designated by INS. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Contractor shall provide to INS the duty roster showing all assignments for the following day. The Contractor shall also provide to the COTR at the end of each day, an employment report listing each employee who actually worked, work classification, post assignments and hours worked, as well as total hours worked by supervisory and non-supervisory employees. When a contract employee is not being utilized in a given post, he/she may be placed in another post as determined by the COTR or INS Supervisor on Duty.

2. Starting and Stopping Work

The Contractor is responsible for all employees being in full uniform and ready to begin work promptly at the start of their shifts, and for assuring that they remain at their duty locations in full uniform until the end of their complete period of assignment. Contractor will provide to INS documentation certifying that each contract employee has been issued approved uniforms and equipment prior to the contract performance date.

3. Recording Presence

The Contractor shall direct his/her employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. GSA Form 139, or other forms designated by INS, shall be used by the Contractor's supervisory and regular personnel to register their presence at the applicable work site(s). The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Officers working as supervisors will make the designation "Supervisor" in the rank column on GSA Form 139 or other forms designated by INS; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between INS and the Contractor.

Each successively lower line on GSA Form 139, or other forms designated by INS must be completed in chronological order, without exceptions. Lines may not be left blank among signatures in any daily period. Should an entire line be used to enter a calendar date for separating individual workdays, a one-line limit for each such date entry will be followed. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors in signatures, times, post numbers or duty status are made on this form, the next line immediately below or following on a subsequent sheet after the line containing such errors, will be used to record all information for every column in the correct manner. A single line will be drawn through the

entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each form containing erroneous entries for the purpose of describing the reasons behind those mistakes. Payment of invoices will be made based on verification of hours from the accompanying GSA Form 139.

4. Rest Periods

When rest or relief periods are authorized by the Contractor or his/her supervisors, the Contractor will assign substitute officers to backfill for employees who leave duty locations for rest breaks. The number of hours shown in Section B, Supplies or Services and Prices/Costs, do not include time for rest or relief periods, and no increase in hours is authorized for this purpose.

5. Contact Relief

Where it is required by work assignments that Contract employees not leave their places of duty until a contact relief is made, this condition must be explicitly stated on GSA Form 2580, or other forms designated by INS, and the Contractor will enforce the procedure without exceptions.

6. Hospitalization of Detainees (on-call post)

Upon order of the COTR or designated INS officer, or in an emergency, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. If the detainee is admitted to the hospital, he/she will remain in the custody of a contract employee of the same gender as the detainee. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. There shall be no telephone usage by detainees unless prior COTR approval for telephone usage is received by the Contractor. There shall be no fraternization of contract employees with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation at the hospital is not permitted. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention, shall be pre-approved by the COTR(s) prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the INS.

### SUBSECTION 3 — TRAINING

Employees shall not perform duties under this contract until they have successfully completed all initial training and the Contractor certifies such in writing to the COTR.

A. General Training Requirements

All employees must have the training described in the ACA Standards and in this Subsection. **Any remuneration (pay) due Contract employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor.** The Contractor shall

provide the required refresher courses or have an institution acceptable to the COTR provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty. INS will local refresher training on detention standards.

All new Custody Officers will receive 54 hours of basic training prior to entering on duty and 40 hours of on-the-job training, the latter training to be received by custody officers within 60 days after entering on duty. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. The Custody Officers must be accompanied by a senior Custody Officer at all times during this latter 40-hour period. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 94 hours of training, the Contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 174 hours within the first year of employment. Forty (40) hours of refresher training is required each year thereafter. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Employees must complete the following list of basic training subjects. The course title is followed by the minimum hours of training for that subject.

a.	In-service Orientation/Social Diversity	2 HRS
b.	Counseling Techniques/Suicide Prevention	2 HRS
c.	Conduct/Duties/Ethics	2 HRS
d.	Bomb Defense & Threats	1 HR
e.	Telephone Communications/Radio Procedures	1 HR
f.	Fire and other Emergency Procedures	2 HRS
g.	Treatment of Aliens	2 HRS
h.	Supervision of Detainees	2 HRS
i.	INS Use of Force Policy	2 HRS
j.	Security Methods/Key Control/Count Procedures/Observational Techniques	4 HRS
k.	EEO/Sexual Harassment	2 HRS
l.	Detainee Escort Techniques	1 HR
m.	INS Paperwork/Report Writing	2 HRS
n.	Detainee Searches/Detainee Personal Property/Contraband	2 HRS
o.	Detainee Rules and Regulations	2 HRS
p.	Courtroom Demeanor	1 HR
q.	First Aid**	4 HRS
r.	CPR**	4 HRS
s.	Blood-borne Pathogens**	2 HRS
t.	Self Defense	8 HRS
u.	Use of Restraints	6 HRS

**\*\* Critical Training Subjects**

Every year the Contractor shall conduct 40 hours of Refresher training for all Custody Officers including Supervisory Custody Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by the INS.

The Contractor shall coordinate recertification in CPR and First Aid with the INS training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

2. On the Job Training.

After completion of the minimum of 54 hour basic training all Custody Officers will receive an additional 40 hours of on the job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.
- d. Facility self-protection plan or emergency operational procedures.

3. Training during 60 Day Period

The Contractor shall provide an additional 40 hours of training for Custody Officers within 60 days after completion of first 94 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

B. Supervisory Training

All new Supervisory Custody Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Custody Officers. Supervisory training shall include the following management areas:

- |    |  |       |
|----|--|-------|
| 1. | Techniques for issuing written and verbal orders | 2 HRS |
| 2. | Uniform clothing and grooming standards          | 1 HR  |
| 3. | Security Post inspection procedures              | 2 HRS |
| 4. | Employee motivation                              | 1 HR  |
| 5. | Scheduling and overtime controls                 | 2 HRS |
| 6. | Managerial public relations                      | 4 HRS |
| 7. | Supervision of detainees                         | 4 HRS |
| 8. | Other company policies                           | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COTR.

The Contractor shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

In addition to the refresher training requirements for all Custody Officers, supervisors must receive refresher training relating to supervisory duties.

C. Proficiency Testing

As appropriate, the Contractor shall give each Custody Officer a written examination consisting of at least 25 questions when each classroom training course is completed. The Contractor may give practical exercises when appropriate. The COTR must approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The Contractor must provide the COTR the eligible Custody Officer's completed exam before the Custody Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

D. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

E. Training Documentation

The Contractor shall submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR.

SUBSECTION 4 — FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of the INS post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. Contract employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site such as detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with INS procedures. The Contractor shall comply with INS security plans.



B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to INS site.

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas including supervision in detainee housing and activity areas to permit Custody Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to monitor each housing unit. This position is separate and apart from the control center post.

D. Log Books and Records and Reports

The Contractor shall be responsible to complete and document in writing, for each shift, the following information within the INS housing unit logbooks:

1. Activity that impacts on the detainee population (e.g. detainee counts, shakedown, detainee movement in and out of the site, escorts to and from court).
2. Shift activities (e.g. security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of persons other than detainees, INS staff, or Contractor Staff (e.g. attorneys and other visitors).
4. Fire drills and unusual occurrences.

The Contractor shall prepare required orders and instructions; reports of accidents, security violations, fires, and bomb threats; and maintain reports on file concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records must be kept by methods and in a system with a written policy which allow for them to be made available to the Government for inspections upon demand. The Contractor shall, at the request of INS, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. Distribution, format, and time elements for these reports shall be as directed by the Government at the times of requests. All records and logs required for operation and performance of work under this contract shall be made available to INS at contract completion. Contractor shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion of contract termination. The written inventory shall be recorded on Standard Form (SF) 135, Records Transmittal and Receipt, and shall be consistent with National Archives and Records Administration guidelines for inventoried records (see: <http://www.nara.gov/records/index.html>). Inventory shall describe the contents of a particular box of records and will include record type, date of records and shall be consistent with NARA inventory requirements. The SF-135 shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records. Instructions for the level of detail required can be found on

the back of the SF-135a (continuation form) and Contractor shall inventory the records to that level of detail.

#### E. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the INS Operations Manual and post orders. The Contractor shall be responsible for documenting these counts in the logbook. The Contractor shall ensure INS procedures are followed when the count does not clear. At a minimum, detainee counts shall take place twice a day as directed by the COTR.

#### F. Daily Inspections

Custody Officers shall conduct daily inspections of all security aspects of the INS site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. Custody Officers shall also report slippery floor surfaces. This documentation shall be made daily in the INS logbooks and on "Work Request Forms" provided by INS. Problems discovered during these inspections shall be clearly identified in the documentation. The Custody Officer shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify an INS Supervisor of any physical facility damage. Written documentation of these inspections shall be submitted by the end of the shift.

#### G. Control of Contraband

The Contractor shall conduct searches for contraband in conjunction with INS personnel at least twice a month in all areas to which detainees have access. Searches shall be unannounced and irregularly timed. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated and turned over to an INS Supervisor. Custody Officers shall document records of searches in the INS logbooks and forward a report to the COTR within 24 hours of discovery.

#### H. Keys and Access Control Devices

The Contractor shall enforce INS key and access control device policies. The Contractor is responsible for all devices issued to them for INS buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow INS procedures that include but are not limited to the following:

- Security Keys and access control devices shall not be removed from the site.
- Notify the INS first line supervisor immediately if a key or locking mechanism is compromised or lost.
- Emergency keys shall be available in the main control center.

The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by INS. The Contractor may accept registered mail and parcels after approval from INS.

I. Control of Chemicals

The Contractor shall adhere to ACA and OSHA established procedures, applicable laws and regulations governing the storage and inventory of all flammable, toxic and caustic materials.

J. Post Orders

The INS shall provide post orders, policies and procedures and instructions necessary for proper performance at each duty location. The Contractor shall acknowledge the post orders policies and procedures and instructions and implement them immediately. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders. The Contractor is not responsible for compliance with post orders from other Government agencies at the INS work site. The Contractor shall make post orders available to all contract employees. Each Custody Officer shall certify in writing that he or she understands and agrees to comply with all post orders prior to being initially assigned to that post. The Contractor shall retain Custody Officer certifications and make them available to the COTR upon request.

K. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available the Contractor shall notify a INS Supervisor on duty not later than the next business day after the anticipated deviation from the schedule.

L. Use of Force Policy

The INS restricts the use of physical force by Custody Officers to instances of justifiable self-protection, protection of others, protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to INS's Policy Statement on the use of non-deadly force.
3. The responsible Custody Officer(s) shall immediately report all instances of use of physical force to the COTR or INS Supervisor on duty. Prior to leaving his/her shift, the Officer(s) shall immediately prepare a written report and submit it to the Supervisory Custody Officer. The Project Manager shall review, approve, and provide the report to the COTR within 24 hours of the incident.

4. The physical force report shall include:

- An accounting of the events leading to the use of force.
- A precise description of the incident to include date, time, place, type of force necessary, and reasons for employing force.
- A description of the person (Custody Officers or detainees) who suffered what injuries, if any, and the treatment given.
- A list of all participants and witnesses to incident.

M. Use of Restraints Policy

The Contractor shall comply with INS written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment or for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage; or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Custody Officer may use Government provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. The INS prohibits the Contractor from using all other restraint devices.

N. Intelligence Information

The Contractor shall notify an INS Supervisor or COTR immediately on issues which could impact the safety, security, and the orderly operation of the facility.

O. Lost and Found

The Contractor shall turn over all lost and found articles to the COTR or INS Supervisor.

P. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the INS Supervisor on duty or COTR immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COTR a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in his/her control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors and management personnel. These procedures must meet the approval of the COTR, be reviewed at least annually and updated as necessary.

3. Escapes shall be grounds for removal from duty of the employee(s) responsible if the employee(s) was/were determined to be at fault by the Contractor or the contracting officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. The Contractor shall be assessed a flat fee of one-thousand five-hundred dollars (\$1,500.00) per escapee for each escape which occurs while detainees are in the custody of the Contractor.
6. INS may make deductions due to nonperformance under the Inspection of Services clause of the contract.

#### SUBSECTION 5 — DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES

The Contractor shall supervise, observe and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, and harassment. Contract personnel shall adhere to INS policies, procedures and detention standards.

The Contractor shall supply sufficient Custody Officers to monitor and control detainee work details assigned by the COTR. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of cleaning, and other duties as assigned by the COTR. The number of work details shall be based on the number of Custody Officers available. It will be the sole responsibility of INS to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

#### SUBSECTION 6 — HEALTH, SAFETY AND EMERGENCY STANDARDS

##### A. Disturbances and Safety

The Contractor shall comply with INS written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that INS emergency plans and procedures are accessible at all posts. The Contractor shall divert its Custody Officers from their normal duties to control emergencies. Emergency situations include the following: detainee disturbances, taking of hostages, evacuation of the site including the medical unit, fires, and acts of nature.

The Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public. The Contractor shall document disturbances and provide a report to the COTR.

##### B. Evacuation Plan

The Contractor shall comply with a written INS evacuation and alternate staging plan for use in the event of a fire or major emergency.

C. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. If appropriate, contract employees shall provide first aid.

The Contractor shall immediately tell the COTR or the INS Supervisor on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Custody Officer shall notify the medical provider as well as the COTR or INS Supervisor on duty.

The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Contractor shall cooperate with the INS in review of serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, INS staff, or property damage.

D. Protection of Employees

The Contractor shall comply with the INS comprehensive plan and procedures to safeguard employees against exposure of blood borne pathogens. The INS plan is based upon OSHA standards.

E. Medical Requests

The Contractor shall adhere to INS policies and procedures regarding detainee medical requests. If detainee requires immediate medical attention, the Custody Officer shall immediately notify his Supervisor via radio or telephone, who will notify the medical provider as well as the COTR or INS Supervisor on duty.

F. Emergency Medical Evacuation

The Contractor shall comply with INS written policies and procedures for emergency medical evacuation of detainee(s) from within the facility.

G. Detainee Death or Injury

The Contractor shall comply with facility INS Operations Manual in the event of a detainee injury or death. In the event of such an occurrence, the Contractor shall immediately notify an INS Supervisor or COTR.

H. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall

comply with all applicable INS, federal, state and local laws, statutes, regulations and codes. In the event there is more than one reference to a safety, health or environment requirement in an applicable, law, standard, code, regulation or INS policy, the most stringent requirement shall apply.

## SUBSECTION 7 — FACILITY, EQUIPMENT, AND SUPPLIES

### A. Property Accountability

Contractor personnel shall not permit anyone to remove Government property from the premises unless the property is accompanied by appropriate INS disposition forms.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain the property of the Government throughout the contract term. INS shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contract employees. Normal wear and tear will be allowed.

Except as otherwise provided in this contract, the Contractor, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in his possession or in the possession of any individuals or organizations under his control. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

### B. Facility, Equipment, Supplies, and Instructions Furnished by the Government

The Government will furnish the following property at no cost to the Contractor:

1. An unfurnished office space of approximately 225 square feet for use by the Contractor only for duty related to this contract.
2. Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Contractor shall be responsible to duplicate these standards for Contract employees.
3. Post orders at each duty post location and instructions for emergency procedures. Instructions shall not be removed from the designated post or from the Government site, nor shall they be reproduced or copied in any manner unless the COTR authorizes it in writing.
4. Administrative forms and logbooks, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act and Drug Free Posters as required in this contract.

5. Sufficient number of portable two-way radio units shall be provided to equip each POST. All radio equipment shall be kept on hand at the facility center in order to ensure that continuous radio communication capability is achieved.

C. Equipment and Supplies Furnished by the Contractor

In addition to other items listed in the PWS, the Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment and supplies necessary for performance under this contract including, but not limited to, the following:

1. Office telephones and services, copying machines, fax machines, computer equipment, and typewriters that are necessary for performing the contract. Contractor is responsible for installation of conduit and data lines, if necessary.
2. One mini-mag, or comparable size operational flashlight with batteries and one belt holder for each officer.
3. Inclement weather apparel appropriate to local conditions.
4. Fully operational personnel protection equipment that meets universal protection requirements to include but not limited to gloves, face masks, ear and eye protection.
5. Metal handcuffs, equal to or better than basic Smith & Wesson, and a leather handcuff carrying case, for each officer.

END OF SECTION C



SECTION E  
INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services-Fixed Price (AUG 1996)

- (a) *Definition:* "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
  - (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
  - (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
  - (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
  - (e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:
    - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
    - (2) Reduce the contract price to reflect the reduced value of the services performed.
  - (f) If the Contractor fails to promptly perform the services, again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
    - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
    - (2) Terminate the contract for default.
- (End of Clause)

E.2 Inspection by the Government

The Government has the right to inspect the posts manned by the Contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seizure documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

### E.3 Methodology Used To Monitor The Contractor's Performance

**100 Percent Inspection:** This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

**Random Sampling:** This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

**Periodic Inspection:** This method sometimes called "planned sampling", is appropriate to evaluate tasks only at a set time such as the first day of every month.

**Customer Complaint:** This method is for evaluating highly visible service. There is no recurring plan to sample. The end user, rather than the COTR, selects the sample.

### E.4 Customer Complaint Form

The COTR will use the Customer Complaint form to investigate and substantiate each event in accordance with the specifications of the contract.

The COTR will forward copies of all completed Customer Complaint forms to the Project Manager within the next workday. The Project Manager will acknowledge receipt of the form in writing. If the Project Manager does not agree with the evaluation or corrective action is required, then the Project Manager will respond in writing to the COTR within in three working days.

### E.5 Analysis Results

The tasks to be evaluated are found in the Performance Requirements Summary (PRS), Section J – Attachment 3, and include the surveillance methods and value of each service required by the PWS.

The CO will review each Quality Assurance performance reporting form prepared by the COTR. The CO may discuss every unsatisfactory score with the Contractor to assure the Contractor corrects either through re-performance or by reforming the method of performance the Contractor will use in the next performance period.

END OF SECTION E

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, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far](http://www.arnet.gov/far).

(End of Clause)

52.242-15 Stop-Work Order (AUG 1989)

F.2 Period of Performance

The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continues for a period of 12 months.

F.3 Post-Award Conference

Prior to beginning the work, the Contractor shall meet on-site with the COTR and other appropriate representatives of the INS to review the performance requirements and:

- the mission of INS
- the post positions
- the operational forms
- security control and alarm systems as well as the fire alarm systems
- emergency procedures
- the INS notification process

F.4 Notice to the Government of Delays

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing. The Contractor shall give pertinent details. This data is information only. Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights, or remedies provided by law or under this contract.

F.5 Deliverables of Written Documentation

CLIN	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Registrations, commissions, permits, or licenses for each uniformed employee.	Subsection 2 Paragraph K	Prior to Entry On Duty (EOD)	1
A002	Quality Control Plan.	Subsection 1	As changes occur	1

		Paragraph A		
A003	Policies & Procedures Manual.	Subsection 1 Paragraph C	30 days	1
A004	Documents and certifications of each employee's compliance with terms and conditions of employment.	Subsection 2	Prior to EOD	1
A005	Notification of change in employee's health status.	Subsection 2 Paragraph D.9	Immediately	1
A006	Custody Officer Assignment Roster.	Subsection 2 Paragraph M	Every 2 weeks	1
A007	Certification of employees' understanding of post orders.	Subsection 4 Paragraph J	Upon COTR request	1
A008	Certification of employees' review of policy & procedures manual.	Subsection 1 Paragraph C	Upon COTR request	1
A009	Report of employee(s) in violation or attempt to violate standards of conduct.	Subsection 2 Paragraph B	Immediately	1
A010	Employee's certification of reading standards of conduct.	Subsection 2 Paragraph B	Prior to EOD	1
A011	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency.	Subsection 2 Section E	Immediately	1
A012	Written report for escapes	Subsection 4 Paragraph P	Prior to end of shift	1
A013	Written report of security, safety, health, welfare or injury incidents.	Subsection 6 Paragraph C	Within 24 hours of occurrence	1
A014	Physical force incident report.	Subsection 4 Paragraph L	Prior to end of shift	1
A015	Report of any investigation on contract employee.	Subsection 2 Paragraph A	Immediately	1
A016	Certification that each contract employee has been issued approved uniforms and equipment.	Subsection 2 Paragraph J	Prior to EOD	1

#### F.6 Monetary Adjustments for Inadequate Performance

Failure 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/her 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 Performance Requirements Summary (PRS) schedule set forth as Attachment 3 in Section J. 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/her 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 PRS schedule shall be applied in determining monetary adjustments of payments due to the Contractor if deficiencies in performance occur. These itemized deficiencies are based on the key performance requirements from Section C, Performance Work Statement. Where applicable the deductions are based on the productive hourly rates (PHR) for the responsible position for the required performance. The PHR for the security officers and supervisory officers are the rates as given in The Schedule, Section B, Supplies/Services and Prices/Costs of any resulting contract. The PHR for the proposed program manager will be based on the salary/benefits as negotiated in the proposal. Deductions will not be made from more than one performance requirement 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.

Deficiencies which are the result of noncompliance with contract requirements which are not itemized on the schedule will cause deductions to be taken as the Contracting Officer deems appropriate on a case by case basis.

#### F.7 Report Cards on Contractor Performance

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

For active contracts valued in excess of \$100 Thousand, Federal agencies are required to evaluate Contractor performance (issue report cards). The Government completes and forwards report cards to the Contractor for review within 30 calendar days after the end of the contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Report cards will be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

END OF SECTION F

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

- A. After award, the contract will be administered by the Administrative Contracting Officer.
- B. Successful Contractor shall, after receipt of contract, direct all questions concerning the contract to:

Administrative Contracting Officer  
Immigration & Naturalization Service  
Administrative Center Burlington  
Contracting & Procurement Branch  
70 Kimball Avenue  
South Burlington, VT 05403-6813

G.2 Contracting Officer's Technical Representative (COTR)

- A. The Contracting Officer's Technical Representatives (COTRs) below are designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, they shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with paragraph G.3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

JAR 2852.201-70      Contracting Officer's Technical Representative (COTR) (JAN 1985)

- (a)       TO BE NAMED AFTER AWARD       is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, 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 the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractors' obligations under the contract, 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 such changes.

(End of Clause)

G.3 Submission of Vouchers or Invoices for Payment of Costs

The Immigration and Naturalization Service will pay for services rendered under this contract satisfactorily performed. When invoicing on a monthly basis, the Contractor will include the required information with the actual number of manhours performed at the agreed to contract price. Since this is a requirements type contract, the task order number must be clearly marked on the invoice. The original invoice must be sent to the Contracting Officer's Technical Representative (COTR) identified in paragraph G.2 above for services received certification, and who in turn, will send to the Contract Specialist for forwarding to the Dallas Finance Center for payment.

The duplicate original (clearly marked "Duplicate Original") must be sent to the Contract Specialist in the Contract Administration office.

END OF SECTION G

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1 Employment of Unauthorized Aliens

Subject to existing laws, regulations, Executive Orders and other provisions of this contract, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or his subcontractors, 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.

H.2 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.

H.3 Incorporation of Section K by Reference

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

H.4 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.

H.5 Ordering Activity

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by the Contracting Officer, U.S. Immigration and Naturalization Service, Administrative Center Burlington.

H.6 Indemnification

A. Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all



Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

#### B. Hold Harmless and Indemnification Agreement

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

#### C. Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages 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, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

#### D. Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

#### H.7 Insurance

Insurance: Policies shall contain an endorsement to the effect that cancellation or other material change adversely affecting the interests of the Government shall not be effective for such period as

may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. Prior to performance of any services under this contract, the Contractor is required to provide the Contracting Officer with certificates evidencing required coverage described herein.

The Contractor shall carry and maintain adequate insurance during the entire period of performance under this contract as follows:

1. Workers' Compensation and Employee's Liability Insurance: Contractors are required to comply with applicable Federal and State Workers' Compensation and Occupational Disease statutes. If Occupational Diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 per occurrence shall be required, except in states with exclusive or monopolistic funds that do not permit Workers' Compensation be written by private carriers.
2. General Liability Insurance: Contractor's are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

#### H.8 Permits and Licenses

In performance of work under this contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, and Municipal laws. The Contractor is to be licensed in the State of contract performance, if such licensing is required by the State.

#### H.9 Language Requirements

The Contractor is responsible for ensuring that at least 15% of their employees on each shift can effectively communicate in the predominant non-English language of detainees in the facility. INS detainees will not be used as interpreters except in an emergency.

END OF SECTION H

SECTION I  
CONTRACT CLAUSES

I.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, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far](http://www.arnet.gov/far).

(End of Clause)

- 52.202-1 Definitions (OCT 2001)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontract 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 1997)
- 52.204-4 Printed or Copied 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)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
- 52.215-19 Notification of Ownership Changes (OCT 1997)
- 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 orders may be issued throughout the life of the contract from the Notice to Proceed date to include options listed in the Schedule B, if exercised.
- 52.216-19 Order Limitations (OCT 1995)
  - (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) custody officer per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor:
    - (1) Any order in excess of the base quantities, listed in Schedule B, by more than fifteen (15) percent.
    - (2) Any order or a combination of orders in excess of fifteen (15) percent over the schedule amounts.

- (3) A series of orders from the same ordering office within one (1) week that together call for quantities exceeding the limitations in subparagraph (1) or (2) 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 [2] 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.
- 52.216-21 Requirements (OCT 1995)
- (f) 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 effective period of the contract.
- 52.217-8 Option to Extend Services (NOV 1999)  
within the time frame specified in the Schedule.
- 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 the time frame specified in the Schedule; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.
- 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996)
- 52.219-14 Limitations on Subcontracting (DEC 1006)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-3 Convict Labor (AUG 1996)
- 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 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (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 (APR 1998)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (AUG 2000)

- 52.223-14 Toxic Chemical Release Reporting (OCT 2000)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- 52.225-16 Sanctioned European Union Country Services (FEB 2000)
- 52.228-5 Insurance-Work on a Government Installation (JAN 1997)
- 52.229-3 Federal, State, and Local Taxes (JAN 1991)
- 52.229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
- 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)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (FEB 2002)
- 52.232-34 Payment by Electronic Transfer-Other Than Central Contractor Registration (MAY 1999)
  - (b) (1) The Contractor shall provide this information directly to the office designated in this contract to receive that information concurrent with the submission of the first request for payment.
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- ✓52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes - Fixed-Price (AUG 1987), Alternate I (APR 1984)
- 52.245-1 Property Records (APR 1984)
- 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989), Alternate I (APR 1984)
- 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)

I.2 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 GS-1802-5/2	\$14.99	26%
Supervisory Detention Officer GS-1802-8/2	\$17.86	26%

I.3 52.244-6 Subcontracts for Commercial Items (MAY 2002)

- (a) Definitions. As used in this clause—  
 “Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.  
 “Subcontract” 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 nondevelopmental 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) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (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.  
 (End of clause)

I.4 JAR 2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (JUN 1996)

- (a) “Unsafe condition” as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other

material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.

- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractor to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, Contractor are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontract employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Notice contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and Local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

END OF SECTION I

SECTION J  
LIST OF ATTACHMENTS

J.1 Attachment No. 1 - Department of Labor Wage Determination No.1999-0548, Revision No: 01, dated 05/24/2000, 1 page.

J.2 Attachment No. 2 - Agreement between Service Employees International Union AFL-CIO, CLE, Local 200-C and The Barbosa Group, Incorporated 1/27/2000 - 1/26/2004, 18 pages.

J.3 Attachment No. 3 – Performance Requirements Summary, 2 pages, and Quality Assurance Surveillance Plan, 8 pages.

REMOVED J.4 Attachment No. 4 - Disclosure of Lobbying Activities, 2 pages. Offeror shall complete and submit with offer Standard Form LLL and LLL-A, Disclosure of Lobbying Activities, if any of the conditions in FAR 52.203-11 and 52.203-12 apply that require submission.

REMOVED J.5 Attachment No. 5 – Past Performance Questionnaire, 3 pages. See instructions for use at Paragraph L.13, (a.2).



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  
Director

Division of  
Wage Determinations

Wage Determination No.: 1999-0548  
Revision No.: 1  
Date of Last Revision: 05/24/2000

---

State: New York

Area: New York County of Genesee

---

Employed on INS contracts for unarmed guard services.

Collective Bargaining Agreement between The Barbosa Group, Incorporated and Service Employees International Union AFL-CIO, CLE, Local 200-C effective January 27, 2000 through January 26, 2004.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

# AGREEMENT

by and between

**The Barbosa Group Incorporated**

and

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO, CLC, LOCAL 200-C**

(The Union reserves the right to change, add  
and/or modify any of the existing proposals contained herein)

1/27/2000 -1/26/2004

Attachment No. 2 - 18 pages

## TABLE OF CONTENTS

AGREEMENT .....	1
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - UNION SECURITY AND CHECKOFF .....	2
ARTICLE 3 - RIGHTS AND FUNCTIONS OF MANAGEMENT .....	2
ARTICLE 4 - SPECIAL MEETINGS .....	3
ARTICLE 5 - UNION STEWARDS .....	3
ARTICLE 6 - BULLETIN BOARDS .....	3
ARTICLE 7 - GRIEVANCE PROCEDURE .....	4
ARTICLE 8 - DISCIPLINE .....	5
ARTICLE 9 - SENIORITY .....	6
ARTICLE 10 -VACANCIES .....	7
ARTICLE 11 - LAYOFF AND RECALL .....	7
ARTICLE 12 - WORKING HOURS .....	8
ARTICLE 13 - WAGES .....	8
ARTICLE 14 - NO STRIKE AND NO LOCK OUT .....	9
ARTICLE 15 - CLOTHING ALLOWANCE .....	10
ARTICLE 16 - HOLIDAYS .....	10
ARTICLE 17 - BEREAVEMENT LEAVE, SICK LEAVE, .....	11
ARTICLE 18 - LEAVE WITHOUT PAY .....	11
ARTICLE 19 - VACATIONS .....	11
ARTICLE 20 - HEALTH INSURANCE .....	12
ARTICLE 21 - NONDISCRIMINATION .....	12
ARTICLE 22 - TRANSFER OF COMPANY TITLE OR INTEREST .....	13
ARTICLE 23 - SEVERABILITY .....	13
ARTICLE 24 - TERM OF THE AGREEMENT .....	14
APPENDIX A.....	15
APPENDIX B.....	16

## **AGREEMENT**

This Agreement is between The Barbosa Group Incorporated at the Buffalo Federal Detention Center hereinafter called the "Company," and Local 200-C of the Service Employees International Union, AFL-CIO, CLC, hereinafter called the "Union."

It is the intent and purpose of this agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

### **ARTICLE 1 - RECOGNITION**

**Section 1.** Pursuant to and in accordance with all applicable conditions of the laws of the State of New York, Code of Federal Regulations, Department of Justice Regulations, and the Service Contract Act Provisions, the Company recognizes the Union as the sole exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

**Section 2.** The bargaining unit shall consist of all hourly regular full-time, part-time, intermittent part-time, and temporary non-probationary Security Officers, employed at the Buffalo Federal Detention Center including Security Officers and Senior Security Officers. Excluded shall be Salaried Management employees, Management Confidential Secretary, and Management Confidential personnel

**Section 3.** Regular Full-time, Regular Part-time, Temporary, and Intermittent Part-time Employees. Regular full-time employees are defined as an employee who works thirty-two (32) hours or more per week on a regular recurring basis throughout the calendar year. Regular part-time employees are defined as those employees who work a regularly scheduled work week on a normal recurring basis throughout the year. Regular part-time employees are entitled to a pro rata share of vacation and holiday pay based on the number of hours worked, plus fringe pay. Temporary employees are defined as those hired for a specified temporary time, usually not to exceed one hundred eight (180) days.

**Section 4.** The Union agrees that an employee holding the rank of Lieutenant and acting as a Union Steward will not involve themselves in labor-management situations that present a conflict of interest.

## **ARTICLE 2 - UNION SECURITY AND CHECKOFF**

**Section 1.** The Company will make available to all employees entering the bargaining unit a copy of the Agreement, calling their attention to the fact that Local 200-C of the Service Employees International Union, AFL-CIO, has been recognized as the exclusive bargaining representative for all employees in the bargaining unit. Copies are to be distributed within a reasonable amount of time, after the execution of the agreement.

**Section 2.** All employees who are, or who become, members of the Union shall, as a condition of continued employment, maintain their membership in the Union in good standing during the term of this Agreement. Good standing shall mean only the payment or tender of regular initiation fees and periodic dues uniformly required by the Union's constitution as a condition of acquiring and maintaining membership.

**Section 3.** All employees will, as a condition of continued employment, make application for membership in the Union upon completion of (90) days.

**Section 4.** The Union shall notify the employer in writing of any employee who fails to assume or maintain the obligations of membership set forth in this Article.

**Section 5.** The Union shall hold the Company harmless from any and all liability, damages, suits and the cost of defending itself in any such suits or actions arising from the discharge of any employee at the request of the Union pursuant to the provisions of this Article.

**Section 6.** The Union will initially notify the Company as to the amount of dues to be deducted. Such notification will be certified to management in writing over the authorized signature of the officer and officers of the Union. Changes in the Union membership dues rates will be similarly certified to the Company and shall be done at least two (2) pay periods in advance of the effective date of change.

**Section 7.** Deductions of Union dues from the members' pay checks shall be done every pay period, not to exceed the amount certified to the Company.

## **ARTICLE 3 - RIGHTS AND FUNCTIONS OF MANAGEMENT**

**Section 1.** Except as otherwise provided in this Agreement, nothing shall be deemed to limit the Company in any way in the exercise of the customary functions of management, including the right to make such reasonable rules and regulations as may be deemed necessary in the Company's sole discretion for the successful performance of the INS contract and the operation of the facilities covered under the contract.

#### **ARTICLE 4 - SPECIAL MEETINGS**

**Section 1.** The Company and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) work days of the receipt of the written request, unless both parties mutually agree to extend the time period.

#### **ARTICLE 5 - UNION STEWARDS**

**Section 1.** The Union shall have the right to designate one (1) Chief Steward and five (5) Stewards for this bargaining Agreement with the understanding that if the workforce increases one (1) new Steward will be added for each additional twenty (20) workers. The Union shall submit to the Employer in writing the names of all such Stewards. The authority of the Stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the handling of such Union business as may be delegated to them from time to time by the Union. A Steward does not have the authority to call a strike, work stoppage, slowdown, or any other interference with the Company's business. The conduct of Union business held at the end of the shift.

**Section 2.** The Chief Steward shall have the same privileges as Stewards when any grievance has been processed within the grievance procedure. In the event the regularly assigned Steward is not available, the Chief Steward may act on his behalf at Step 1 of the grievance procedure.

**Section 3.** Non-employee Union Representatives will not be allowed access to the facility without prior written approval from the INS facility - Buffalo INS Detention Center, Batavia, New York.

#### **ARTICLE 6 - BULLETIN BOARDS**

**Section 1.** If INS grants approval, the Employer shall provide space for one appropriate quality (i.e. a locked and enclosed) bulletin board of a maximum size of three (3) feet by four (4) feet for the exclusive use of the Union for the posting of notices of meetings, bulletins and other Union matters, said space shall be provided in the Muster Room. The Union agrees that the bulletin board space so provided shall be used exclusively for matters relating to the bargaining unit described in Article 1, and shall not be used for the posting of anything derogatory to the Employer, its management, its employees, its subcontractors, or its customers and the employer may eliminate the space so provided if any derogatory posting appears.

## ARTICLE 7 - GRIEVANCE PROCEDURE

**Section 1.** A grievance is any dispute, controversy or difference between:

- A. The Union or the Company on any issues with respect to, on account of, or concerning the meaning and interpretation or application of this Agreement, or any terms or provisions thereof.

**Section 2.** Any grievance not initiated, taken to the next step, or answered within these time limits will be considered settled on the basis of the last answer by the Company if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if the Company fails to give its answer within the time limits, unless the parties mutually agree to extend the time limits.

- Step 1. The Union and Company agree to make every effort possible to resolve grievances informally between the affected employee(s) and supervisors) by taking the matter up informally and verbally at the first step.
- Step 2. If the grievance is not resolved informally within five (5) working days, it is to be reduced to writing and presented to the Major, within (5) working days of the informal response. The Major shall comment within ten (10) working days upon receipt of the grievance.
- Step 3. In the event that the grievance is not resolved at the First or Second Step, the same shall be referred to the Company's Contracting Officer and the President of the Union and/or Business Representative within five (5) working days upon receipt of the Major's comments on a resolution of the matter.
- Step 4. In the event that the grievance is not resolved at the First, Second, or Third Step, the same shall be referred to the Federal Mediation and Conciliation Service within ten (10) working days of the Step 3 answer, for assignment of a mediator in an effort to resolve the disputed issue.

- A. The parties must meet and confer to discuss the grievance. A Business Representative of the Union, Steward(s), and the Grievant(s), Mediator, and Company representatives shall endeavor to resolve the issue.
- B. An employee may appeal a suspension or discharge beginning at the Fourth (4th) Step of the Grievance Procedure.

Step 5. If the parties are unable to resolve said grievance within ten (10) working days through the mediation procedure, they shall jointly submit their differences to a Staff Arbitrator assigned by the New York State Employment Relations Board (NYSERB).

**Section 3.** Both parties shall pay equally for the fee of the Arbitrator/Mediator the cost of any hearing room and the cost of a court reporter if requested by the Arbitrator. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the cost of witnesses called by the other party.

**Section 4.** The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the Arbitrator shall be final and binding.

**Section 5.** In the event that the NYSERB no longer exists, the parties agree to utilize the Federal Mediation and Conciliation Service (FMCS). The parties further agree that the cost the Arbitrator shall be divided equally between them.

**Section 6.** Any grievance resolutions that carry a backpay award will be paid within one (1) pay period following resolution.

#### **ARTICLE 8 - DISCIPLINE**

**Section 1.** It is hereby understood and agreed that the employer shall have the right to discipline or discharge an employee for just cause or at the Government's request.

- A. Any discharge shall be subject to the grievance procedure.
- B. In imposing any discipline on a current charge, the Company will not take into account any prior infractions, which occurred more than twelve (12) months previous.
- C. Copies of all complaints, notices and reports or other pertinent information filed by an employee's Supervisor or any other Company Officer or Department head which relates to the employee, and is signed by the employee, and may be made the basis for disciplinary action up to and including discharge shall be made available to the employee and the Chief Steward at the time such charges are made, if the employee so requests. Such complaints, notices and reports or other pertinent information shall be subject to the grievance procedure.

**Section 2.** If the Company has a reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Copies of



such warning or reprimands shall be given to the Chief Steward, if the employee so requests.

## **ARTICLE 9 - SENIORITY**

**Section 1. DEFINITION** - Full-time employee seniority shall be defined as the total length of continuous service rendered by each employee, defined as a service employee under the Service Contract Act. Regular part-time, intermittent part-time and temporary employee seniority shall be defined as the total number of hours rendered by each regular part-time, intermittent part-time and temporary employee, defined as a service employee under the Service Contract Act. The total length of continuous service begins with the date the employee first, began performing services (first day working) as a security officer for a contractor covered by the Service Contract Act, at the Buffalo Federal Detention Center.

### **Section 2. Accrual of Seniority.**

- A. Seniority shall begin with the first date the employee performed services as a security officer for a contractor under the Service Contract Act, at the Buffalo Federal Detention Center. This date may be referred to as the employee's Anniversary Date.

### **Section 3. Loss of Seniority.**

- A. Discharge, if not reversed.
- B. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to their supervisor shall be considered as having quit.
- C. Unexcused failure to return to work when recalled from layoff.
- D. Retirement
- E. After twelve (12) consecutive months, if the employee is not recalled from layoff.
- F. Voluntary resignation.

**Section 4. Seniority List.** The Company shall maintain a roster of employees, arranged according to seniority, showing name, job classification and seniority date and shall furnish a copy to the Union within ninety (90) days after the signing of this Agreement and annually thereafter. All new employees' names shall be submitted to the Union along with their date of hire upon completion of ninety (90) days. The Seniority List shall be posted on the Union Bulletin Board(s).

**Section 5. Probationary Period.** New employees will serve a probationary period of one hundred eighty (180) days during which they will receive the rate of pay and benefits under this labor agreement. During their probationary period, an employee may be subject to discipline or discharge without recourse to the grievance procedure.

## **ARTICLE 10 -VACANCIES**

**Section 1.** All open permanent vacancies in existing classifications and all new positions will be posted for seniority bid as they occur. Notice of such vacancy or new position will be posted in a designated location where all employees may see it for five (5) working days, so that interested employees may submit a bid. The position will then be awarded to the most senior full-time employee possessing relative ability and qualifications to perform the job, with the understanding that because of the unit's short existence prior time worked in corrections and/or law enforcement will be counted toward a worker's ability and qualifications. All posting will include a job description, with number of hours, wage rate, and qualifications needed.

**Section 2.** In the event an employee's job is abolished, the starting time changed significantly, or if the job duties are changed significantly, the employee may exercise his seniority and displace any less senior employee as long as they possess relative ability and qualifications to perform the job. Such displaced employee may likewise exercise his seniority and displace any less senior employee, etc. The Union must be notified of any job abolishment, which results from a modification or adjustment of the Center Contract between the Company and the Department of Justice. For the purpose of this Article, seniority shall be considered as an individual's length of full-time service.

**Section 3.** The Company and the Union at all times will refrain from discouraging any employee from submitting a bid on any job vacancy, and the Union and Company will not seek retribution against any employee who is appointed to a job vacancy on the basis of meeting the requirements of Section 1.

## **ARTICLE 11 - LAYOFF AND RECALL**

**Section 1.** In the event that it is necessary to reduce forces, the following procedure will be followed:

- Step 1. The Company shall not reduce forces while seasonal or probationary or temporary hires remain employed. These employees shall be reduced first.
  
- Step 2. The Company shall reduce the work force in inverse order of Seniority.

**Section 2.** Except as indicated above, the employer may retain any employee holding a license issued by the State of New York which is required for the efficient operation of the department in preference to an employee having greater seniority who is not licensed.

**Section 3.** The Company will give the employee at least five (5) days advance notice of such layoff, or pay the employee in lieu thereof. All layoff notices shall be in writing to the employee, with a copy to the Chief Steward. The Company will comply with said Step 2 with the exception of no advance notice with respect to the U.S. Government.

**Section 4.** In the event of recall, due to a vacancy, employees will be recalled in seniority order as long as they possess the necessary ability -and minimum qualifications and physical fitness to perform the job. The company will recall employees by certified mail, return receipt requested, mailed to the employee's last known address with a copy to the Chief Steward. The employee must respond to such notice within two (2) days of receipt and must actually report to work within three (3) days of receipt unless the employee presents medical verification that they are unable, which will leave them on the recall list. Failure to take these steps will result in the loss of employment and seniority.

## **ARTICLE 12 - WORKING HOURS**

**Section 1. Breaks.** Breaks shall be granted on a fair and equitable basis. When a personal break is requested, every attempt will be made to relieve the employee as soon as possible, within mission requirements.

**Section 2. Schedule Changes.** Normal duty hours and post will not be changed without giving employees personal notification other than the posted schedule at least fourteen (14) calendar days notice of such change, unless operational needs dictate otherwise.

## **ARTICLE 13 - WAGES**

**Section 1.** Wages for the employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A for the period of 1/27/2000 up to and including 1/26/2004.

**Section 2. Called In.** An employee who is called to work and work is not available shall receive four (4) hours of pay.

**Section 3. Scheduled Overtime.** When an employee is scheduled to perform overtime, he shall receive time and one-half (1-1/2) for all hours worked in excess of forty (40) hours.

**Section 4. Lead Pay.** All Senior Security Officers will receive \$2.25 per hour, to be applied to their normal wage rate.

**Section 5. Scheduling of Overtime.** Overtime will be granted on an equal basis in the job classification in which the work occurs and overtime refusals will be counted the same as overtime worked in maintaining an equal basis of overtime distribution. A list of all employees will be posted on a bi-monthly basis showing their overtime worked/refused for the year.

**Section 6. Direct Deposit.** The Company will attempt to allow employees the option of direct depositing their paychecks at a financial institution of the employee's choice.

#### **ARTICLE 14 - NO STRIKE AND NO LOCK OUT**

**Section 1.** During the term of this Agreement, the Union shall not authorize, cause, engage in sanction, or assist in any work stoppage, strike, or refusal to work in concert against the Company.

- (A) In the event that any employee or employees shall call, cause, engage in, sanction or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the Company, the Union and its officers and representatives agree to the following:

That the Company may take disciplinary action it deems appropriate against such employee or employees, including discharge.

That each of them jointly and severally will immediately disavow and refuse to recognize any picket line or lines established as a result of said unauthorized work stoppage, strike or refusal to work in concert against the Company; that each of them jointly and severally will instruct employees not to respect or recognize any said picket line or lines; and in addition, will do everything within their respective powers to secure the immediate disestablishment or disbanding of any said picket line or lines.

- (B) In the event any employee shall call, engage in, sanction or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the company, the Company agrees that it will not file or process any action for damages arising out of said work stoppage, strike, or refusal to work in concert against the Union, its officers or representatives provided these individuals have performed their obligations and responsibilities as set forth in this section.
- (C) Nothing in Section A above shall preclude any right to which the Company may be entitled to secure legal or other redress of any individual who has caused damage or injury to or loss of Company property nor does the Company cede any rights in this regard to which it may be entitled.

**Section 2.** During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

### **ARTICLE 15 - CLOTHING ALLOWANCE**

**Section 1.** The Company will provide or make available the following apparel and equipment to the employees:

- |                        |                            |
|------------------------|----------------------------|
| 3 trousers             |                            |
| 1 winter weight jacket | 1 name tag                 |
| 3 long sleeve shirts   | 1 badge -                  |
| 3 short sleeve shirts  | 1 tie                      |
| 1 handcuff case        | 1 paid cold-weather gloves |
| 1 pair of handcuffs    | 1 cold-weather cap         |

**Section 2.** The Company shall pay each employee \$.18 per hour tax free for uniform maintenance.

### **ARTICLE 16 - HOLIDAYS**

**Section 1. Holidays.** Regular, full-time, and nonprobationary employees are eligible for eight (8) hours holiday pay if they are in an approved pay status during the week the holiday occurs. Regular part-time employees will receive a pro rata share of the holiday based on the hours worked in the workweek the holiday occurs. Intermittent, part-time workers are ineligible for holiday pay. Temporary employees are eligible for holiday pay during the time period for which they perform work for the Company. Employees scheduled to work on a holiday will be paid straight time in addition to their holiday pay.

\*Holidays recognized are the following:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| Washington's Birthday  | Veterans' Day    |
| Memorial Day           | Thanksgiving Day |
| Independence Day       | Christmas Day    |

**Section 2.** When one of the designated holidays falls on an employee's scheduled day off, the holiday will be observed on the employee's scheduled workday closest to the holiday.

**Section 3.** If a holiday falls within an employee's scheduled vacation period, that day will not be considered vacation time.

**Section 4.** In order to be eligible for holiday pay, an employee must work his last scheduled workday prior to the holiday and his first scheduled workday following the holiday, unless on approved leave or the absence is excused by the Company.

**Section 5.** Employees assigned to work a holiday will be paid at time and one-half (1 1/2) their regular rate of pay.

#### **ARTICLE 17 - BEREAVEMENT LEAVE, SICK LEAVE,**

**Section 1. Bereavement.** Each regular full-time employee will be entitled to bereavement leave of up to three (3) workdays with pay in the event of the death of his spouse, parent, mother-in-law or father-in-law, child, stepchild, grandchild, grandparents, brother, or sister. Employees must be attending the funeral or be attending to family business to receive leave payment, unless the funeral occurs out of the state.

**Section 2. Sick.** All regular, full-time employees will earn of paid sick leave according to the following schedule:

Effective 1/27/2000:	Six (6) days
Effective 1/27/2001:	Six (6) days
Effective 1/27/2002:	Six (6) days
Effective 1/27/2003:	Six (6) days

Employees calling in sick will do so at least two (2) hours in advance of the start of their shift.

#### **ARTICLE 18 - LEAVE WITHOUT PAY**

**Section 1.** Any employee desiring a leave without pay must secure permission in writing from the Company with a copy to the Union. Employees on approved leave of absence will retain seniority rights. Leaves of absence for up to ninety (90) the company will grant days. Extensions beyond (90) days will be granted by the Company upon mutual consent, and shall be communicated to the Union. Such leave shall not be granted for pursuing other employment.

#### **ARTICLE 19 - VACATIONS**

**Section 1. Vacation.** Regular, nonprobationary employees are eligible for.

<u>Years of Service</u>	<u>Vacation Allowance</u>
1 Year or more	2 weeks ( 80 hours)
5 Years or more	3 weeks (120 hours)
10 Years or more	4 weeks (160 hours)
20 Years or more	5 weeks (200 hours)

## **Section 2. Use of Vacation.**

- (A) Vacation time will be vested as of employee anniversary date and can be used when needed, provided the employee requests leave in advance. Vacation time may be taken in eight (8) hour increments.
- (B) Vacations shall be scheduled with due regard for (1) seniority, (2) employee preference, and (3) needs of service.
- (C) A general paid holiday, which occurs during a vacation period, may be added thereto or to accrued vacation days.
- (D) Vacation must be scheduled from each -employee's anniversary date to anniversary date. Requests for vacation will be made thirty (30) days in advance, and the company will confirm such requests within ten (10) working days from when the request is made. The time accrued to employees must be exhausted between this time frame, from anniversary year to anniversary year or it shall be lost. Employees must utilize earned vacation time, as time off from work, and may not receive monetary compensation for vacation time.
- (E) In the event the Company is unable to accommodate a vacation request within the employee's anniversary dates, due to needs of its operations and business, carryover of vacation time will be allowed, and will be utilized by the employee within thirty (30) days of the date of Company denial or upon a mutually agreeable date between the Project Manager and the employee affected.

**Section 3. Vacation Pay in Advance.** An employee going on vacation shall be paid in advance of the scheduled vacation when requested with a three (3) week advance notice. Such payment shall be made on the last regular payday preceding the scheduled vacation period.

## **ARTICLE 20 - HEALTH INSURANCE**

**Section 1.** Employees who desire health insurance coverage shall have the option of selecting a plan from the Company or the Union, whichever they prefer, in compliance with the window periods of either plan.

**Section 2.** The Company and the Union agree that they will not change health insurance carriers without consultation with the affected employees involved.

**Section 3.** There will be no double coverage of health insurance during the term of this Agreement.

## **ARTICLE 21 - NONDISCRIMINATION**

**Section 1.** Both parties agree not to discriminate in any manner against any individual because of race, color, religion, sex, age, national origin, ancestry, handicap, Union

activity or veteran status, nor will they limit, classify, segregate or withhold employment opportunity from any person because of the above status.

#### **ARTICLE 22 - TRANSFER OF COMPANY TITLE OR INTEREST**

**Section 1.** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, in the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. This Article understands that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

#### **ARTICLE 23 - SEVERABILITY**

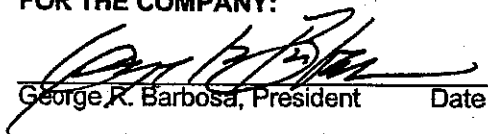
**Section 1.** In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court to be unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.



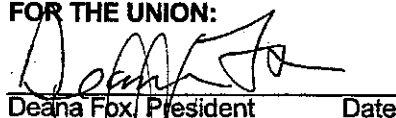
**ARTICLE 24 - TERM OF THE AGREEMENT**

This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect as of 1/27/2000, upon ratification of the bargaining unit, up through 1/28/2004. Thereafter, if neither party serves written notice to the other party not less than ninety (90) days prior to the expiration date each year of any intent to renegotiate any of the contract provisions and/or wage schedule. Signatures of the parties indicate full and complete agreement.

**FOR THE COMPANY:**

  
George R. Barbosa, President      Date

**FOR THE UNION:**

  
Deana Fox, President      Date

  
Dennis Earnes      Date  
Union Representative

**NEGOTIATING COMMITTEE:**


  
Jason Smith      1/27/00  
Date

  
Dean Clark      1/10/00  
Date

  
Michael Stack      1-10-00  
Date

  
Leonard Ianello      1-10-00  
Date

  
Frank Spiotta      1-10-00  
Date

  
Chris Beck      01-10-00  
Date

**APPENDIX A**

**WAGES AND BENEFITS**

Employees subject to this Agreement are entitled to wages and benefits, as defined below, effective 1/27/2000 through 1/26/2004.

<b><u>JOB CLASS</u></b>	<b><u>WAGE RATE PER HOUR</u></b>
Security Officer	Effective 1/27/2000: \$14.25 Effective 1 /27/2001: \$14.60 Effective 1 /27/2002: \$15.10 Effective 1 /27/2003: \$15.75

**APPENDIX B**

- (A) Regular, non-probationary employees are eligible to participate in a benefits plan consisting of health plans and/or contribution to a 401(k) Plan. The Union will attempt to establish a 401 (k) plan for distribution of fringe benefits not designated to pay for health insurance.

**FRINGE - PER HOUR**

Effective 1 /27/2000: \$2..24

Effective 1 /27/2001: \$2.80

Effective 1 /27/2002: \$3.05

Effective 1 /27/2003: \$3.30

**BATAVIA GUARD  
PERFORMANCE REQUIREMENT SUMMARY**

RS	Required Service	PWS Section C Subsection Ref	Accept/Reject	Method of Surveillance	Deduction
1	Contractor is a licensed Security firm IAW State/local laws	2.K.	0/1	100% Inspection	Terminate
2	Participate in meetings as requested	1.H.	0/1	100% Inspection	PM PHR
3	Provides a monthly Quality Control Audit	1.A.	0/1	100% Inspection	\$2,000.00
4	ACB notified when prospective employee withdraws	2.A.	0/1	Complaint	\$1,900.00
5	ACB notified of terminations, resignations, transfers within 5 days	2.A.	0/1	Complaint	PM PHR
6	All employee adverse info reported	2.A.	0/1	Complaint	PM PHR
7	Any alleged employee misconduct reported	2.E.3.	0/1	Complaint	PM PHR
8	Only COTR approved employees used on contract	1.E.	0/1	100% Inspection	PM PHR
9	Employees do not work more than 12 hours in a 24-hour period	2.F.	0/1	100% Inspection	PHR
10	Employees trained in required subjects before EOD and after as required by SOW	3.A.	0/1	100% Inspection	PHR
11	Refresher training and proficiency testing conducted as required	3.A. & C.	0/1	100% Inspection	PHR
12	Supervisors received supervisory training prior to EOD	3.B.	0/1	100% Inspection	SPHR
13	Logbooks properly maintained	4.D.	0/1	100% Inspection	SPHR
14	Post Orders available on every post	4.A.	0/1	Random Sampling	SPHR
15	Supervisor conducts post checks as required	4.J.	0/1	Random Sampling	SPHR

**BATAVIA GUARD  
PERFORMANCE REQUIREMENT SUMMARY**

<b>RS</b>	<b>Required Service</b>	<b>PWS Section C Subsection Ref</b>	<b>Accept/Reject</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
16	All posts manned as required	C.1. Intro, C.	0/1	100% Inspection	PHR
17	All keys properly issued/accounted for	4.H.	0/1	Random Sampling	SPHR
18	Officers familiar with the post duties	4.J.	1/2	Random Sampling	PHR
19	Employees sign in/out at start & end of shift	2.M.3.	1/2	100% Inspection	PHR
20	Each Officer in complete prescribed uniform	2.J.	1/2	Random Sampling	PHR
21	Incident reports submitted IAW post order procedures	4.A.	0/1	100% Inspection	SPHR
22	Incidents of physical force reported IAW policies	4.L.3.	0/1	100% Inspection	SPHR
23	COTR notified verbally immediately of escapes/attempted escapes & written report prior to end of shift	4. P.	0/1	Complaint	\$1,500.00
24	Job related injury, illness, safety reports submitted w/2 days	6. C.	0/1	100% Inspection	SPHR
25	Employees do not discriminate against nor violate detainee's civil rights	5.	0/1	Complaint	PHR

**Key:** PM PHR = Project Manager Productive Hourly Rate  
 SPHR = Supervisor Productive Hourly Rate  
 PHR = Custody Officer Productive Hourly Rate

# QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

## 1. INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to implement OFPP Pamphlet 4, A Guide For Writing and Administering Performance Statements of Work for Service Contracts. It is designed to provide the Contracting Officer's Technical Representative (COTR) an effective and systematic surveillance method for each listed service on the Performance Requirements summary (PRS) in the contract.

### 1.1. Systematic Method

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. It does not detail how the Contractor accomplishes the work. The plan uses a combination of OFPP Pamphlet 4 surveillance methods to adequately assure the Government of the Contractor's performance, while keeping the cost of surveillance within the requirements of OMB Circular A-76.

### 1.2. Acceptable Quality Levels (AQL)

This QASP is based on the premise that the Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The Acceptable Quality Levels (AQLs) recognize that the Contractor is not a perfect manager and that unforeseen and uncontrollable problems occur. Good management and use of an adequate quality control plan will allow the Contractor to operate within the allowable AQLs. COTRs/Inspectors/Monitors are to be objective, fair, and consistent in evaluating Contractor performance against the contract standards.

### 1.3. Sampling Procedures

The Government's primary quality assurance procedures are based upon random sampling of the recurring critical services of the contract, using the concepts of OFPP Pamphlet 4. Portions of the statement of work not covered by the PRS will be reviewed periodically (i.e., daily, weekly, monthly, quarterly) in accordance with FAR clause 52.246-4, Inspection of Services -- Fixed Price; see Section E. Formal customer complaints are an integral part of the Government surveillance plan. Customer complaints can and will highlight service problems. When random sampling indicates unsatisfactory performance, documented customer complaints can be used to support invoice reductions.

## 2. COTR/INSPECTOR EVALUATION SCHEDULE

The COTR will develop a monthly surveillance schedule, based on this surveillance plan's requirements. This monthly schedule shows where and what the COTR/Inspector is monitoring at all times. The monthly schedule will be completed not later than the last workday of the preceding month. Copies of the schedule shall be sent to the Contracting Officer. After it is filled in, the schedule shall be marked "FOR OFFICIAL USE ONLY" and must not be shown to the Contractor.

### 2.1. Random Samples

Contract surveillance must cover all hours of operation. Random observations are scheduled at night, on weekends and holidays when services are performed during these periods. Select the areas and times for random sampling using the procedures in the sampling guides. Annotate the selected inspection items/times on the schedule. When the sampling concept does not allow for specific

selection of inspection items/times during the preceding month, show on the schedule the date and time the random sample selection will be accomplished.

## 2.2. Periodic Samples

Program any periodic surveillance into the schedule so as not to interfere with the sampling requirements.

## 2.3. Changes to Schedules

Changes to the monthly surveillance schedule will be posted weekly and copies sent to the Contracting Officer. Include documentation of the reasons for the changes.

## 3. ACTUAL SURVEILLANCE

Doing surveillance means using the surveillance plan called for in the monthly schedule. Actual surveillance should be comparable to the monthly schedule.

### 3.1

It is essential that the exact number of inspections in a random sample be accomplished. It is also essential that the exact number of periodic checklist inspections be done for an effective quality assurance system. A complete audit trail must exist from the monthly schedule, to observing the COTR/Inspector perform sampling, to completion of the surveillance checklist.

#### 3.1.1

If less than the required number of inspections are made or inspections are made outside the randomly selected sample, the ability to project from random sample results to lot results is destroyed. If this should occur, consider the missed inspections acceptable. This will increase the Government's risk of accepting a defective lot.

**NOTE:** If random sampling is the method of surveillance covering a seven day service and surveillance is limited to five days, consider splitting the service into two separate PRS line items: the weekday service covered by random sampling, and the weekend service covered by customer complaint.

#### 3.1.2

In either case, only those defects recorded by the COTR during scheduled surveillance may be used to determine the level of contract performance. Errors found in services not scheduled for observation should be brought to the Contractor's attention but not used to count as a defect for determining if the AQL has been met.

#### 3.1.3

It may be necessary to overdraw the random sample by 10 percent or more to create a pool of randomly selected potential replacement samples since some original samples selected may not be surveilled, or additional samples may be needed due to changes in the lot size. If replacement samples are used they must be used in the order drawn for the time remaining in the month.

## 4. RANDOM SAMPLING SURVEILLANCE

When random sampling is the method of surveillance, record the results of the inspection on the tally checklist provided in the sampling guide. These documents then become the official record of the Contractor's performance.

4.1.

For areas surveilled by sampling, criteria are derived from OFPP Pamphlet 4 based on the lot size (number of times an event takes place per month), sample size, and AQL for each contract requirement. When the number of defects in the Contractor's performance discovered by the COTR/Inspector exceeds the allowable number defects, the Contractor's performance will be considered unsatisfactory. When a surveillance observation results in an unacceptable rating recorded on the front of the checklist, the specific reason for the unacceptable performance must be recorded on the back of the tally checklist.

4.2.

The Contractor is required to immediately correct, if possible, all defects detected during surveillance by the COTR. Any defects corrected by the Contractor shall still count as defects, as the sample also represents performance in the uninspected portion of the lot.

4.3.

During the month the COTR may receive customer complaints about the quality of the service or may observe unacceptable performance by the Contractor other than during a sample observation. These complaints and observations will be noted and should reinforce the accuracy of the sample results, but they will not be counted as a defect. Only defects discovered during sample observations will be counted when sampling is the method of surveillance. Only one surveillance method may be used during an inspection period to cause less than maximum payment for the listed service.

4.4.

If the number of defects recorded on the tally checklist exceeds the AQL, the COTR will determine the possible cause of this unacceptable performance. If any Government action or lack of action caused unacceptable performance, these defects shall not be counted. Any determination as to the reasons for the defects will not be shared with the Contractor as the Contractor must manage the corrective actions as deemed necessary to deliver the contract requirements.

4.5.

When the Government has caused the Contractor to perform in an unsatisfactory manner, the COTR prepares a letter to the responsible organization, requesting corrective action be taken. The COTR sends this letter to the organization through the Contracting Officer.

5. INFORM CONTRACT MANAGER

As a rule, the COTR must always contact the Contractor's manager or on-site representative and inform the manager of what was wrong. Allow the Contractor to correct the problem, if possible. There is no need to do this in writing. However, whenever possible, have the manager initial the entry on the tally or surveillance activity checklist. When the Contractor does not initial the checklist, the COTR must note on the back of the checklist where the defect is recorded, the time and method of notification, and the COTR's initials.

6. CONTRACT DISCREPANCY REPORT (CDR)

If performance in any area is judged unsatisfactory, the Contractor is required to respond to a Contract Discrepancy Report (CDR). Normally CDRs are issued at the end of the month. But, if the failure is serious enough, the CDR will be issued at the time of the unsatisfactory performance.



6.1.

Not later than the third workday of the month following the surveillance, the COTR initiates the CDR and sends it, with the checklist, recording the unacceptable performance, to the Contracting Officer. (The COTR checks the Contractor's performance and documents any non-compliance. But only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance). The Contracting Officer will evaluate the CDR and, if appropriate, sign and send it to the Contractor.

6.2.

The Contractor shall reply in writing, giving the reason(s) for unsatisfactory performance, the corrective action(s) to be taken to prevent recurrence, and the completion date of the corrective action(s).

6.3.

When completed and signed, the CDR, along with the surveillance checklist and any other appropriate forms, reports, etc., becomes the documentation supporting payment, nonpayment, or other necessary action.

6.4.

When a CDR is issued for a specific service, the Contracting Officer reduces the month's payment by an amount up to the percentages indicated in the Performance Requirements Summary. Since the Contractor is required (under the INSPECTION OF SERVICES Clause) to maintain an effective inspection system, the Contractor shall be presumed to have actual knowledge of work not performed, and written notice will not be a prerequisite to withholding payment for unperformed services. Payment reductions will not be delayed until the Contractor responds to the CDR in the event that INS determines to reduce the overall payment amount by the appropriate amount.

6.5.

If the Contractor does not achieve satisfactory performance in the specific service by the end of the next month, the Contracting Officer issues another CDR and reduces payment to the Contractor by the appropriate amount. When the Contractor's performance is unsatisfactory and a formal action is indicated, the COTR and the Contracting Officer meet to determine what action is appropriate for the specific circumstances.

6.6.

If a decision is reached not to take a monetary reduction, the reasons are documented. The Contracting Officer must indicate agreement with the decision by signing the CDR or other decision documentation.

## 7. OTHER SURVEILLANCE METHODS

For areas not surveilled by sampling, the Government reserves the right to use the Inspection of Services Clause in conjunction with the Statement of Work (see Section E). There are some contractual requirements of a general nature that do not properly fit under the random sampling concept. These are surveilled by customer complaint or by checklists (daily, monthly, etc.). Services surveilled by methods other than sampling shall have the surveillance results documented on the appropriate surveillance activity checklist or customer complaint form. The recording of defects or unacceptable services are the same as described above.

## 8. SURVEILLANCE BY CUSTOMER COMPLAINT

Certain contract requirements can best be monitored by the individual or activity receiving the service, or customer complaints may be used to supplement other surveillance information.

8.1.

At the start of the contract, the COTR shall instruct customers responsible for submitting complaints on the proper method to complete the customer complaint record and on the requirements of the contract that pertain to them. Normally, each customer complaint is brought, either in person or by telephone, to the person checking contract performance (the COTR). Customers shall be required to submit the form during the daily shift when the discrepancy was discovered. A written copy of the specific contract requirements will be provided to the individual or activity supervisor. Several complaint forms shall be provided the customer at the end of the instruction period.

8.2.

Once each quarter, the COTR will contact each customer involved to assure that there is an understanding of the contract requirements by all appropriate personnel and that there are sufficient forms available. The contact shall be scheduled on the COTR schedule.

8.3.

When a complaint is received, the COTR will investigate, validate the complaint, and notify the Contractor of the defect.

8.4.

The COTR will retain and file the complaint form. At the end of each month all validated complaints will be counted to determine if performance is satisfactory or unsatisfactory based on the criteria in the AQL column of the Performance Requirements Summary.

9. REDUCED INSPECTIONS

When the Contractor's quality control plan works, good performance results. If the COTR's surveillance shows consistently good performance, the amount of surveillance can be decreased.

9.1.

Inspection can be reduced when the following conditions have been met for any required service:

- a. The preceding four lots (that is, the last four months) have been acceptable.
- b. The number of defects in each of the preceding four lots is 50 percent or less of the acceptance number. For example, with an Acceptable Quality Level (AQL) of 6.5 percent and a sample size of 32, the acceptance number is 5. If two or less defects were found in each of the last four lots, reduced inspection could be used.
- c. The normal sample size was used in the last inspection.
- d. The Contracting Officer approves of reduced inspections.

9.2.

Reduced inspections decrease the sample size. In addition, the acceptance and rejection number change. See OFPP Pamphlet 4 for proper procedures.

9.3.

Inspection will be returned to normal the next month under the following conditions:

- a. When the number of defects exceeds the acceptance number under the reduced sampling or,

b. The appropriate Assistant Director and the Contracting Officer deem it necessary to return to normal inspection.

9.4.

If during the first month of the return to normal inspection the number of defects found is again 50 percent or less of the acceptance level, a return to reduced inspection may be done the next month. If the number of defects found exceeds 50 percent, then normal sampling must be accomplished until four consecutive months of 50 percent or less of acceptance level defects are found.

10. PAYMENT REDUCTIONS FOR UNSATISFACTORY PERFORMANCE

Each month, Contractor performance will be compared to contract standards and acceptable quality levels using the performance requirements summary. Through the Inspection of Services clause, the Government can deduct from a Contractor's payment an amount equal to the services not provided.

10.1.

If performance of required service is unsatisfactory and the unsatisfactory performance is clearly the fault of the Contractor, an amount of money up to the price stated on the Performance Requirement Summary may be deducted from the monthly invoice.

10.2.

When areas are not surveilled by sampling, a defect will not be counted when the service can be reformed, but the Contractor may be liable for the Government's reinspection costs.

10.2.1.

For these areas that are surveilled on a less than monthly basis, the deduction will be taken from the month's invoice when that area was reviewed and found unsatisfactory.

10.3.

In the case of nonperformed work, the Government shall deduct from the Contractor's invoice all billings associated with such nonperformed work at the rates set out in Section B or required by other provisions of this contract. (All fractions of half hours shall count as a full half hour). To compensate the Government for administrative costs and other expenses resulting from the nonperformance, the Government will also deduct an additional ten (10) percent of the rate set forth in Section B for such work.

10.4.

The taking of deductions shall not be deemed to waive or limit any right of the Government under any DEFAULT & TERMINATION CLAUSES included in Section I, or the INSPECTION OF SERVICES clause in Section E. Depending on the Contractor's overall performance, (for example, repeated instances of nonperformance or unsatisfactory performance), the Government may issue a Cure Notice or a Show Cause letter or terminate the contract.

11. REVISIONS TO QASP

Revisions to this surveillance plan are the joint responsibility of the COTR and the Contracting Officer.

12. SURVEILLANCE TERMS

a. Acceptable Quality Level (AQL) - The allowable leeway from a standard that can occur before the Government will reject the specific service. The number of defects in a lot (or the

maximum percent defective in a lot) that, for purposes of sampling, may occur before the Government will effect the price computation system in accordance with the Performance Requirements Summary and the INSPECTION OF SERVICES Clause. An AQL does not allow the Contractor to knowingly offer defective service, but implies that the Government recognizes that defective performance sometimes happens unintentionally. As long as the percent of defective performance does not exceed the AQL, the service will not be rejected by the Government. The Contractor, however, must reperform the defective service when possible. The AQL limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.

b. Contract Discrepancy Report (CDR) - Form initiated by the COTR when any service is judged unsatisfactory. A formal, written documentation of Contractor non-conformance or lack of performance of contract work.

c. COTR/Inspector Evaluation Schedule - The work sheet that shows what inspections are to be performed on which days of the week/month. It is determined by the COTR/Inspector before the start of each inspection period and provided to the Contracting Officer only. It is never revealed to the Contractor.

d. Contractor - Both the prime Contractor and any subcontractors. The Contractor shall be responsible for all compliance with the provisions of this contract, including those services provided by the Contractor's subcontractors.

e. Contractor Representative - A supervisor or manager assigned in accordance with the Contractor Management clause in Section H.

f. Cure Notice - A dated notice stating the Contractor's failure to comply with the specifications and a deadline to comply with the stated specification. Usually, ten days is the stated time to conform with the notice or face default.

g. Customer Complaints - One of the criteria used to monitor the Contractor's performance.

h. Defective Service - A unit of service which contains one or more defects, or nonconformance with specified requirements.

i. Delivery/Task Order - A formal order for supplies/services placed against this contract and signed by the Contracting Officer.

j. Facility - A separate individual building, structure, or other item of real property improvement, each item of which is subject to separate reporting and recording, OR a complete and usable single purpose/use grouping of buildings and structures.

k. Lot - The total number of product or service outputs in a surveillance period from which a sample is to be drawn and inspected to determine performance in accordance with the standard, as defined in the AQL column of the Performance Requirements Summary.

l. Percent of Sample Found Defective - Determined by dividing the number of defects by the sample size when the reject number has been equalled or exceeded. The resulting number is used to make an equitable reduction to the contract price for non-performance by the Contractor.

- m. Performance Requirements Summary (PRS) - A condensed listing of the tasks, standards, AQLs, surveillance methods and relative value of the services or products required by the PWS. The PRS identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor. The PRS usually appears as Technical Exhibit 1 of the PWS.
- n. Quality Assurance (QA) - The actions taken by the Government to assure services meet the requirements of the Performance Work Statement. The procedures used by the Government to inspect the Contractor's Quality Control program and provide control over the quality of services received to ensure satisfactory performance.
- o. Quality Assurance Surveillance Plan (QASP) - An organized written document prepared and used by the Government for Quality Assurance surveillance of the Contractor's performance. The document contains the Government's specific methods, sampling guides, checklists, decision tables, etc. used in determining whether the Contractor provided service meets quantity, quality, timeliness, effectiveness, and/or total cost standards.
- p. Quality Control (QC) - The Contractor's inspection system which covers all the services to be performed under this contract (i.e., his/her method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable). The actions that a Contractor takes to control the production of products or services so that they will meet the requirements stated in the contract.
- q. Random Sampling - A sampling method in which each service output in a lot has an equal chance of being selected for inspection. By this method of surveillance, a few individual items, selected at random, are examined and a conclusion drawn about the entire lot.
- r. Receiving Report - The receiving document, initiated by the Contractor or Contractor employee(s), indicating that services have been performed.
- s. Recurring Services - Those services which are identified in this contract as being performed on a recurring, periodic or standing basis.
- t. Rework - Work which, in the judgment of the Contracting Officer or the COTR, is not of an acceptable quality level, and must be corrected or reperformed at no additional cost to the Government.

2. AMENDMENT/MODIFICATION NO. C001	3. EFF. DATE 03/26/2003	4. REQUISITION/PURCHASE REQ. NO. DDP-03-004.1	5. PROJECT NO. (If applicable)
---------------------------------------	----------------------------	--	--------------------------------

6. ISSUED BY US Immigration & Naturalization Svc  70 Kimball Avenue  South Burlington VT 05403	7. ADMINISTERED BY (If other than Item 6) US Immigration & Naturalization Svc  70 Kimball Avenue  South Burlington VT 05403
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Asset Protection & Security Services, Inc. 4455 SPID, Suite 117  Corpus Christi TX 78411  CODE 009741828 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. ACB-3-C-0002 /  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)  
1531217/1251.057 (2570)

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.
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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bi lateral Agreement, Changes Clause 52.243-1
D.	OTHER (Specify type of modification and authority)

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

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


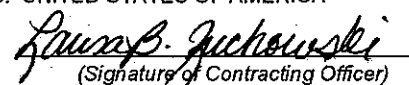
The purpose of this modification is to provide for changes current contract requirements:

Remove and replace the following pages: B-1 through B-3, C-2, C-10, C-11, C-16, C-16.1, C-22, through C-25, C-32, C-33, & G-1.

The bolded text on each of the pages indicates what was changed.

The contractor shall submit a revised proposal to reflect the decrease in costs associated with the change in requirements for training, on-call post, and

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)  <b>CHARLES S. MANOEL, PRESIDENT/CEO</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laura B. Zuchowski
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/7/03
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/15/03

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.

C001

3. EFF. DATE

03/26/2003

4. REQUISITION/PURCHASE REQ. NO.

DDP-03-004.1

PAGE OF PAGES

2

2

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

office equipment which will now be provided by INS.

All other terms and conditions of the contract remain the unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. M002	3. EFF. DATE 07/15/2003	4. REQUISITION/PURCHASE REQ. NO. DDP-03-004.2	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE US Immigration & Naturalization Svc 70 Kimball Avenue South Burlington VT 05403		7. ADMINISTERED BY (if other than item 6) CODE US Immigration & Naturalization Svc 70 Kimball Avenue South Burlington VT 05403		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Acet Protection & Security Services, Inc. 4455 SPID, Suite 117 Corpus Christi TX 78411 CODE 009741928 FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-3-C-0002 /		
		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 16, 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, which 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)  
1531217/1251.057 (2570)

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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bi lateral Agreement, Changes Clause 52.243-1
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)


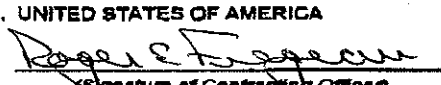
E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to issuing office.

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

The purpose of this modification is to definitize the changes, which were made in the unilateral change order issued under modification #0001. As a result of the changes made via #0001, the Schedule B is hereby revised in it's entirety. The new Schedule B is attached and finalized as negotiated.

In consideration of this modification agreed to herein as a complete and equitable adjustment for the contractors proposal for adjustment, the contractor hereby releases the Government from any and all liabilities under this contract for further equitable adjustment attributable to such facts and circumstances giving rise to the proposal for adjustment against modification #0001.

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 E. GATES, GENERAL MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roger E. Fregau	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/16/03	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/16/03

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other



## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	PAGE OF PAGES	
M002	07/15/2003	DDP-03-004.2	2	2

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

All other terms and conditions of the contract remain the unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
---	--	---------------------	----------------------

2. AMENDMENT/MODIFICATION NO. A003	3. EFF. DATE 12/01/2003	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
---------------------------------------	----------------------------	---	--------------------------------

6. ISSUED BY US Immigration & Naturalization Svc 70 Kimball Avenue South Burlington VT 05403	7. ADMINISTERED BY (If other than Item 6) US Immigration & Naturalization Svc 70 Kimball Avenue South Burlington VT 05403
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Asset Protection & Security Services Inc. 4455 SPID Suite 117 Corpus Christi TX 78411 CODE 009741828 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-3-C-0002 / — 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.


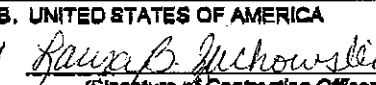
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Changes Clause 52.243-4.
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)

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

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

The Federal Acquisition Council has issued a final rule on FAR Case 2002-18, Central Contractor Registration and has incorporated such into the Federal Acquisition Regulation by issuing Federal Acquisition Circular 2001-016. This final rule requires all contractors who are performing on a government contract that extends beyond December 31, 2003 to register. FAR Clause 52.204-7, Central Contractor Registration (Oct 2003) is hereby incorporated and is provided to you in full text.

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) Ron Gates, GM	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laura B. Zuchowski
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/1/03
15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 12/3/03

Vendor  Official  Requestor  
 Receiving  8104 Oblig.  Other

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

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause- "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) 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 contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(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 the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be

considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

*Alternate 1 (Oct 2003).* As prescribed in 4.1104(a), substitute the following paragraph (b) for paragraph (b) of the basic clause: (b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract. (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. A004	3. EFF. DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. DDP-03-004	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Customs Enforcement Administrative Center Laguna ATTN: Sheryl Porter-Wright P.O. Box 30080 (949)360-2167 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ASSET PROTECTION & SECURITY SERVICES INC. 5502 BURNHAM DRIVE  CORPUS CHRISTI TX 78413-5129 CODE 009741828 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-3-C-0002 / ---	
			10B. DATED (SEE ITEM 13) 1/3/2003	

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.

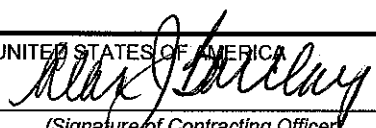
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH 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 <input checked="" type="checkbox"/> is not <input type="checkbox"/> 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 change the Contract Administration Data and Invoicing as shown on pages 2 through 5.

Change contractor's address as shown in Block 8 above.

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) Alan J. Barclay	
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 2/9/04

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

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

Page 2 of 5

Contract No. ACB-3-C-0002

Modification No. A004

This modification is issued to incorporate the following changes to Section G, Contract Administration Data;

**Delete** Section G, Contract Administration Data in its entirety.

**Replace** Section G, pages G-1, G-2 with Replacement pages, G-1, G-2, G-3.

There are no other changes to the contract.

PART I - THE SCHEDULE  
SECTION G - CONTRACT ADMINISTRATION DATA

G.1. Submission of Invoices

The Department of Homeland Security will pay for services rendered under this contract satisfactorily performed. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of detainee days performed at the agreed to contract price. Submit invoices in an original and one (1) copy. To constitute a proper invoice, the invoice must include the following information and attached documentation:

- (a) Name of the business concern.
- (b) Invoice date.
- (c) Contract number and delivery/task order number.
- (d) Description, price, and quantity of services actually rendered.
- (e) Payment terms.
- (f) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (g) Other substantiating documentation or information as required by the contract.

The COTR shall certify the Original Invoice and then send the certified Original Invoice to the address below for payment. A copy of the certified invoice will be sent to the Contracting Officer at the address\* below.

Dallas Finance Center  
PO Box 561548  
Dallas TX 75356-6161  
(214) 915-6161

The Contractor shall send a duplicate original (clearly marked "Duplicate Original") to the Contracting Office at the following address:

\*Immigration & Customs Enforcement  
ATTN: Sheryl Wright  
Administrative Center, Laguna (ACLCAP)  
P.O. Box 30080  
Laguna Niguel, CA 92607-0080

In the case of recommended deduction(s) from the contractor's invoice for CDRs, nonperformance, etc, the original invoice will be forwarded by the COTR to the Contract Administrator for review and concurrence. After review, the Contract Administrator shall forward the invoices to the Dallas Finance Center.

All deductions shall be noted on the Original Invoice with the amount of the deduction.



G.2. Contract Administration

- a. After award, the contract will be administered by the Contract Administrator.
- b. Successful Contractor shall, after receipt of contract, direct all questions concerning the contract to:

CONTRACTING OFFICER (CO):

Alan J. Barclay  
Immigration & Customs Enforcement  
Administrative Center, Laguna (ACLCAP)  
P.O. Box 30080  
Laguna Niguel, CA 92607-0080

CONTRACT ADMINISTRATOR:

Sheryl Wright, Contract Specialist  
Immigration & Customs Enforcement  
Administrative Center, Laguna (ACLCAP)  
P.O. Box 30080  
Laguna Niguel, CA 92607-0080  
Telephone Number: b2Low  
Fax Number: b2Low  
E-mail Address: b6

- c. CONTRACTING OFFICERS TECHNICAL PRESENTATIVES (COTRs)  
Mary Barrett, Joseph Lovria, Charles Mulē and Mary Loiselle.

G.3 HSAR 3052.242-72-CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modification, etc., that require the signature of the Contracting Officer.

(End of Clause)

G.4. Method of Payment

Payments will be processed in accordance with Clause 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration in Section I, or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.

G.5 Authority to Issue Task Orders

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by the Contracting Officer, Department of Homeland Security, Administrative Center Laguna.

G.6. 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 DHS. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

2. AMENDMENT/MODIFICATION NO. A005	3. EFF. DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. DDP-03-004	5. PROJECT NO. (if applicable)
---------------------------------------	-------------------------------	--	--------------------------------

6. ISSUED BY Immigration & Customs Enforcement Administrative Center Laguna ATTN: Sheryl Porter-Wright P.O. Box 30080 (949)360-2167 Laguna Niguel CA 92607-0080	7. ADMINISTERED BY (if other than Item 6)
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ASSET PROTECTION & SECURITY SERVICES INC. 5502 BURNHAM DRIVE  CORPUS CHRISTI TX 78413-5129 CODE 009741828 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-3-C-0002 / -- 10B. DATED (SEE ITEM 13) 1/3/2003
--	---

**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)

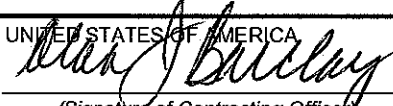
E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

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

This is a administrative modification to correct the Contracting Officers Technical Representatives shown in Section G.2 paragraph c. in Modification A004.

Change the COTR's in Section G.2.c to read, Martin Herron, Charles Mule', and Mary Loiselle.

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) Alan J. Barclay
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 2/11/04

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES I 1
2. AMENDMENT/MODIFICATION NO. X006	3. EFF. DATE See Blk 16C	4. REQUISITION/PURCHASE REQ. NO. DDP-03-004	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Customs Enforcement Administrative Center Laguna ATTN: Sheryl Porter-Wright P.O. Box 30080 (949)360-2167 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ASSET PROTECTION & SECURITY SERVICES INC. 5502 BURNHAM DRIVE  CORPUS CHRISTI TX 78413-5129			9A. AMENDMENT OF SOLICITATION NO.	
CODE 009741828 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-3-C-0002 / ---	
			10B. DATED (SEE ITEM 13) 1/3/2003	

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.


<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.217-9 FAR 52.222-41 and FAR 52.222-43
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> 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.)

This unilateral modification is issued to:

- a) Exercise Option Year One for the Period of Performance April 1, 2004 through March 31, 2005, under the authority of FAR 52.217-9 Option To Extend the Term of Contract.
- b) Collective Bargaining Agreement between Asset Protection & Security Services, LP and Service Employees International Union AFL-CIO, CLC, Local 200 United dated January 27, 2004 through March 31, 2007 has been forwarded to the Department of Labor for wage determination review and will be incorporated after completion of review.

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) Alan J. Barclay	
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 2/24/04

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. M007		3. EFF. DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DDP-04-007	5. PROJECT NO. (if applicable)	
6. ISSUED BY Inmigration & Customs Enforcement Administrative Center Laguna ATTN: Sheryl Porter Wright P.O. Box 30080 (949)360-2167 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (if other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ASSET PROTECTION & SECURITY SERVICES INC. 5502 BURNHAM DRIVE  CORPUS CHRISTI TX 78413-5129			9A. AMENDMENT OF SOLICITATION NO.		
CODE 009741828			9B. DATED (SEE ITEM 11)		
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. ACB-3-C-0002 / ...		
			10B. DATED (SEE ITEM 13) 1/3/2003		

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 18, 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 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.	
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 45.103 (b).	
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment	
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.)

This modification to the contract is issued to incorporate the increases in the DOL Wage Determination 1999-0548 Revision 2 dated 2/26/04 which incorporates Collective Bargaining Agreement between Asset Protection & Security Services, LP and Service Employees International Union AFL-CIO, CLC, Local 200 United dated January 27, 2004 through March 31, 2007. This adjustment is effective 4/1/04 through 3/31/05.

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) Charles Scott Mandel Manager/President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan J. Barclay	
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 6-29-04	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15D. DATE SIGNED		16C. DATE SIGNED 6/29/04	

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

Third Option Period – Commences upon expiration of the Second Option Period and extends for period of one year commencing April 1, 2006 to March 31, 2007

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
0001C	BFDF Productive Man-Hours	191,440	Man-hour	\$ (b)(4)	\$ (b)(4)
0002C	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$	\$
0003C	On-call Hours	0	Man-hour	0	0
0004C	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	THIRD OPTION YEAR TOTAL	208,960			\$ (b)(4)

3001  
3002  
3003  
3004

Fourth Option Period – Commences upon expiration of the Third Option Period and extends for a period of one year commencing April 1, 2007 to March 31, 2008

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
0001D	BFDF Productive Man-Hours	191,440	Man-hour	\$ (b)(4)	\$ (b)(4)
0002D	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$	\$
0003D	On-call Hours	0	Man-hour	0	0
0004D	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	FOURTH OPTION YEAR TOTAL	208,960			\$ (b)(4)

4001  
4002  
4003  
4004

Base Period Total \$  
 First Option Period Total \$  
 Second Option Period Total \$ (b)(4)  
 Third Option Period Total \$  
 Fourth Option Period Total \$  
 Total Estimated Cost including Base and Four Option Years \$ (b)(4)

First Option Period – Commences upon expiration of the Base Period and extends for a period of one year commencing April 1, 2004 to March 31, 2005

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
1001 1002 1003 1004 0001A	BFDF Productive Man-Hours	191,440	Man-hour	\$ (b)(4)	\$ (b)(4)
0002A	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$	\$
0003A	On-call Hours	0	Man-hour	0	0
0004A	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	FIRST OPTION YEAR TOTAL	208,960			\$ (b)(4)

Second Option Period – Commences upon expiration of the First Option Period and extends for a period of one year commencing April 1, 2005 to March 31, 2006

CLIN Item #	Item Description	Quantity Estimate	Unit of Measure	Unit Price	Total
2001 2002 2003 2004 0001B	BFDF Productive Man-Hours	191,440	Man-hour	\$ (b)(4)	\$ (b)(4)
0002B	BFDF Supervisory Productive Man-Hours	17,520	Man-hour	\$	\$
0003B	On-call Hours	0	Man-hour	0	0
0004B	Data in accordance with Section F – Deliverables of Written Documentation		Not Separately Priced		
	SECOND OPTION YEAR TOTAL	208,960			\$ (b)(4)

Due to length of service increases in wages, vacations, and sick leave, negotiated in the CBA, each length of service item will be reviewed and monetarily changed if applicable.

The Government reserves the right to exercise the annual option periods no later than the expiration date of the current period of performance provided a preliminary notice of intent to extend is given in writing at least 60 days before contract expiration, subject to availability of funds.

Any mention of a year in the Schedule above is automatically 366 days for the purpose of any leap year.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A008	3. EFF. DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Customs Enforcement Administrative Center Laguna ATTN: Sheryl Porter-Wright P.O. Box 30080 (949)360-2167 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ASSET PROTECTION & SECURITY SERVICES INC. 5502 BURNHAM DRIVE  CORPUS CHRISTI TX 78413-5129 CODE 009741828 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-3-C-0002 / --	
			10B. DATED (SEE ITEM 13) 1/3/2003	

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

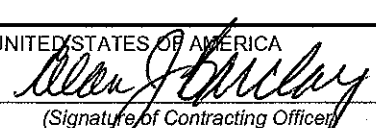
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) UNILATERAL - Final FAR rule on FAR case 2002-018
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> 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.)

This modification is issued to incorporate by reference FAR Clauses 52.204-7, Central Contractor Registration (Oct 2003), Alt 1 (Oct 2003) (b) (1)...December 31, 2003...and FAR 52.232-33, Payments by Electronic Funds Transfer - Central Contractor Registration (Oct 2003). Full text of clauses is available at <http://www.arnet.gov/far>. Central Contractor Registration is available at <http://www.ccr.gov>.

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) Alan J. Barclay	
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 5/6/04

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 04/01/2005	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna PO Box 30080 Sheryl Wright (949) 360-3180 Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna P.O. Box 30080 Sheryl Wright (949) 360-3180 Laguna Niguel CA 92607	CODE PRO-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0097418280000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	10B. DATED (SEE ITEM 13) 01/03/2003	

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.)

N/A

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 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 52.217-9 Option To Extend the Term of the Contract

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: 742563643

DUNS Number: 009741828


This unilateral modification is issued to:

Exercise Option Year Two for the period of Performance of April 1, 2005 through March 31, 2006, under the authority of FAR 52.217-9 Option To Extend the Term of Contract.

FAR 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, 2005. The Government's obligation for performance of this contract beyond that date is 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) Carol Amano
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/27/05

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00009

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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, 2005, 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. (End of Clause) Period of Performance: 04/01/2005 to 03/31/2006</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 3

2. AMENDMENT/MODIFICATION NO. **P00010** 3. EFFECTIVE DATE **04/01/2005** 4. REQUISITION/PURCHASE REQ. NO. **DDP-NONE** 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE **ICELAG** 7. ADMINISTERED BY (If other than Item 6) CODE **PRO-LAGUNA**  
 Immigration and Customs Enforcement  
 Office of Procurement-Laguna  
 PO Box 30080  
 Sheryl Wright (949) 360-3180  
 Laguna Niguel CA 92607

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
**ASSET PROTECTION SECURITY SERVICES LP**  
**5502 BURNHAM DRIVE**  
**CORPUS CHRISTI TX 784135129**

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO. **ACB3C0002**  
 10B. DATED (SEE ITEM 13) **01/03/2003**

CODE **0097418280000** 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.)  
**N/A**

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

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

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: **742563643**  
 DUNS Number: **009741828**

This modification is issued in accordance with FAR 52.222-41, Service Contract Act of 1965, as Amended (May 1989) and FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustments (Multiple Year and Option Contracts) (May 1989).

This modification to the contract is issued to incorporate the increases in the Department of Labor Wage Determination CBA-2005-2774 dated February 21, 2005 which incorporates the Collective Bargaining Agreement between Asset Protection & Security Services, and the 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)  
**RON GATES GENERAL MANAGER**

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

15B. CONTRACTOR/OFFEROR \_\_\_\_\_ 15C. DATE SIGNED **3/26/05** 16B. UNITED STATES OF AMERICA \_\_\_\_\_ 16C. DATE SIGNED **5/31/05**

(Signature of person authorized to sign) (Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00010

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Service Employees International Union AFL-CIO, Local 200 United dated January 27, 2004 through March 31, 2007. This adjustment is effective April 1, 2005.</p> <p>Replace Attachment No. 1 (Department of Labor Wage Determination 1999-0548) with the new Attachment No. 1 (Department of Labor Wage Determination CBA-2005-2774) herein.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$ (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001- BDFD PRODUCTIVE MAN-HOURS Unit Price changed from \$ (b)(4) to \$ (b)(4) Total Amount changed from \$ (b)(4) to \$ (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002 - BDFD SUPERVISORY PRODUCTIVE MAN-HOURS Unit Price changed from \$ (b)(4) to \$ (b)(4) Total Amount changed from \$ (b)(4) to \$ (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3001- BDFD PRODUCTIVE MAN-HOURS Unit Price changed from \$ (b)(4) to \$ (b)(4) Total Amount changed from \$ (b)(4) to \$ (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3002 - BDFD SUPERVISORY PRODUCTIVE MAN-HOURS Unit Price changed from \$ (b)(4) to \$ (b)(4) Total Amount changed from \$ (b)(4) to \$ (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001- BDFD PRODUCTIVE MAN-HOURS Unit Price changed from \$ (b)(4) to \$ (b)(4) Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00010

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Total Amount changed from \$ (b)(4) to \$ (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002 - BFDF SUPERVISORY PRODUCTIVE MAN-HOURS</p> <p>Unit Price changed from \$ (b)(4) to \$ (b)(4) Total Amount changed from \$ (b)(4) to \$ (b)(4)</p> <p>Based on the above changes, the total contract amount is changed from \$ (b)(4) to: \$ (b)(4)</p> <p>Base Year \$ (b)(4) Option Year One \$ (b)(4) Adjusted Total as a result of this Request for Equitable Adjustment: Option Year Two from: \$ (b)(4) to: \$ (b)(4) Option Year Three from: \$ (b)(4) to: \$ (b)(4) Option Year Four from: \$ (b)(4) to: \$ (b)(4)</p> <p>FOB: Destination Discount Terms: (b)(2)Low Period of Performance: 04/01/2005 to 03/31/2008</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 04/01/2006	4. REQUISITION/PURCHASE REQ. NO. PRO-6-L016DRO	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0097418280000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 13) 01/03/2003	

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.)

N/A

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 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 52.217-9 and FAR 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: 202622634

DUNS Number: 009741828


Program POC: Dalton Lilly

Finance POC: Glenn Bombardier

This unilateral modification is issued to exercise Option Year Three for the Period of Performance of April 1, 2006 through March 31, 2007, 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) Carol Amano
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/2/06

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00011

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In accordance with the authority of FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts), incorporate the attached Department of Labor Wage Determination No. CBA-2005-2774 Rev 0 dated February 21, 2005.</p> <p>FAR 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, 2006. 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, 2006, 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. (End of Clause)</p> <p>This modification incorporates the Statement of Work and all terms and conditions of the contract.</p> <p>Period of Performance: 04/01/2005 to 03/31/2008</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
P00013		09/11/2006		DDP-06-005.5	
<b>5. PROJECT NO. (If applicable)</b>		<b>6. ISSUED BY</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
		CODE ICE		CODE PRO-LAGUNA	
U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		Immigration & Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.			
ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129				9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.		ACB3C0002	
		10B. DATED (SEE ITEM 11)		01/03/2003	
<b>CODE</b> 0097418280000		<b>FACILITY CODE</b>			

**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)  
(b)(2)Low

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
X	52.243-1 Changes-Fixed Price
	<b>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).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</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: 74-2563643

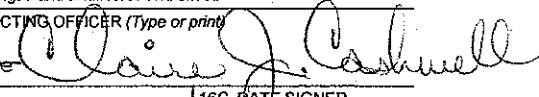
DUNS Number: 009741828

The purpose of this modification is to execute the following:

- CLIN 3005, ON-TIME GUARDS UNIFORM CHANGE, is hereby added to the subject contract. As a result, the ceiling for the current option (Option III) is increased by \$ (b)(4) from \$ (b)(4) to \$ (b)(4) to cover the subject CLIN.
- CLIN 3005 is fully funded in the amount of \$ (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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Ronald Jean-Baptiste 	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9/12/2006

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain the same.</p> <p>Discount Terms: (b)(2)Low</p> <p>Delivery Location Code: BAT DEPT OF HOMELAND SECURITY BUFFALO FEDERAL DETENTION FACILITY 4250 Federal Drive Batavia NY 14020</p> <p>FOB: Destination Period of Performance: 04/01/2005 to 03/31/2008</p>				
3005	<p>ON-TIME GUARDS UNIFORM CHANGE Obligated Amount: \$ (b)(4)</p>	1	LO	(b)(4)	(b)(4)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 02/07/2007	4. REQUISITION/PURCHASE REQ. NO. DDP-07-005	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) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0097418280000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	10B. DATED (SEE ITEM 11) 01/03/2003

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)  
(b)(2)Low (b)(2)Low (b)(2)Low

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

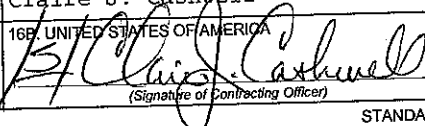
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes - Fixed Price (AUG 1987), Alternate I (APR 1984).
	D. OTHER (Specify type of modification and authority)

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: 74-2563643  
DUNS Number: 009741828  
The purpose of this modification is to execute the following:

1. Increase each CLIN of the contract for Option Period III, effective February 7, 2007 through March 31, 2007, by 8,480 productive man-hours and for Option Period IV - April 1, 2007 through March 31, 2008 by 25,440 productive man-hours. This change is necessary to increase the need for additional post coverage under the contract.

The individual task orders for the option periods will identify the increase for each CLIN and the total cost for the additional services. (See the attached modified Price Schedule Continued ...)

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  (Signature of Contracting Officer)	16C. DATE SIGNED 02/06/2007

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00014

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B).</p> <p>2. Under page G-1, Part I-The Schedule, Section G - Contract Administration Data, the contractor shall send an original invoice to the Program Office Point of Contact at the following address:</p> <p style="padding-left: 40px;">Department of Homeland Security U. S. Immigration and Customs Enforcement Office of Detention and Removal Operations Eastern Operations Branch Attn: Donna Jaro 70 Kimball Avenue S. Burlington. VT 05403. Email: b6</p> <p>All invoices must be sent to the Program Office point of contact for acceptance of services.</p> <p>A duplicate copy of the invoice shall also be sent to the Procurement Office Point of Contact:</p> <p style="padding-left: 40px;">Department of Homeland Security U. S. Immigration and Customs Enforcement Office of Acquisition Management Attn: Claire J. Cashwell 425 I Street, NW, Room 2208 Washington, DC 20536 Email: b6</p> <p>3. Effective immediately, this contract will be administered by the Office of Acquisition Management. The Procurement Point of Contact is Claire J. Cashwell, Contracting Officer, as provided above.</p> <p>The Program Office Point of Contact is Donna Jaro will serve as the Contracting Officer's Technical Representative (COTR) for this contract.</p> <p>Except as provided herein, all other terms and conditions of the contract remain unchanged.</p> <p>Discount Terms: (b)(2)Low Delivery Location Code: ACBDDP Department of Homeland Security ATTN: ACBDDP 70 KIMBALL AVE Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00014

PAGE OF  
3 4

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4005	Eastern Operations Branch Attn: Carole Foster SOUTH BURLINGTON VT 05403 USA  FOB: Destination Period of Performance: 04/01/2005 to 03/31/2008  Increase the maximum ordering limitation to the contract. Obligated Amount: \$0.00	1	EA	0.00	0.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 00015	3. EFFECTIVE DATE 05/04/2007	4. REQUISITION/PURCHASE REQ. NO.	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) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0097418280000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 11) 01/03/2003	

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

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

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

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

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

Tax ID Number: 74-2563643

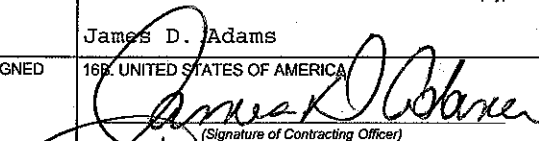
DUNS Number: 009741828

The purpose of this modification is to change the COTR to be Todd L. Tryon, Deputy Chief Immigration Enforcement Agent, Buffalo Federal Detention Facility, Immigration and Customs Enforcement. The contact information is:

4250 Federal Drive  
Batavia, NY 14020  
Office: (585)344-5119  
Cell: (716)609-0049  
Fax: (585)345-1868

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  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 4 May 2007

NAME OF OFFEROR OR CONTRACTOR  
**ASSET PROTECTION SECURITY SERVICES LP**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions of the contract remain the same.            Period of Performance: 04/01/2005 to 03/31/2008</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00016		3. EFFECTIVE DATE 05/08/2007		4. REQUISITION/PURCHASE REQ. NO.	
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 0097418280000		FACILITY CODE		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
				10B. DATED (SEE ITEM 11) 01/03/2003	

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

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

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

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

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

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

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

Tax ID Number: 74-2563643

DUNS Number: 009741828

The purpose of this modification is to correct the COTR designation, as identified in modification P00015. Todd Tryon is hereby designated as the Alternate COTR. The Primary COTR will continue to be Martin D. Herron, Buffalo Federal Detention Facility, Immigration and Customs Enforcement (ICE). The contact information is:

4250 Federal Drive  
Batavia, NY 14020

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)	9 May 2007

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  
ACB3C0002/E 16

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
**ASSET PROTECTION SECURITY SERVICES LP**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Office: ((585)344-5119  All other terms and conditions remain the same.				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 05/22/2007	4. REQUISITION/PURCHASE REQ. NO.	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) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0097418280000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 11) 01/03/2003	

**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.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103A

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

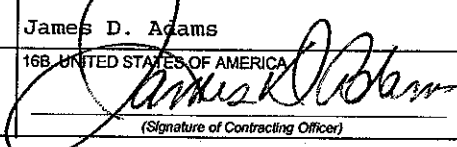
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 74-2563643  
 DUNS Number: 009741828

The purpose of this modification is to exercise option period four from April 1, 2007 to March 31, 2008, under the authority of FAR 52.217-9, Option to Extend the Term of the Contract.

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 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  
 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  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1 June 2007

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACB3C0002/P00017

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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>FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts), incorporate the attached Department of Labor Wage Determination No. CBA-2007-1211 REV 0 Date of Last Revision 6/1/2007.</p> <p>Procurement POC: Paul Previch 202-353-4019</p> <p>Program POC: Glen Bombardier 802-660-5010</p> <p>All other terms and conditions remain the same. Period of Performance: 04/01/2007 to 03/31/2008</p>				

REGISTER OF WAGE DETERMINATION 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.: CBA-2007-1211  
Revision No.: 0  
Date Of Last Revision: 6/1/2007

State: New York

Area: Genesee

Employed on Immigration and Customs Enforcement Office of Acquisition Management contract for Unarmed Custody Officer Services.

Collective Bargaining Agreement between contractor: Asset Protection & Security Services, LP, and union: Service Employees International Union Local 200, effective 4/1/2007 through 3/31/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 10/22/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) 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	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>	
CODE 0097418280000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 11) 01/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103A

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: 74-2563643  
DUNS Number: 009741828  
The purpose of this modification is to process the rate adjustment for Option Period 4 effective April 1, 2007 through March 31, 2008.

The new rates are as follows:

CLIN 4001 Officers: Increase by \$(b)(4)/hr From \$(b)(4) to \$(b)(4) /hr

CLIN 4002 Supervisors: Increases by \$(b)(4) /hr From \$(b)(4) to \$(b)(4) /hr

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) KON GADEL, GM	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 10/26/07	16C. DATE SIGNED 9 NOV 07

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  
ACB3C0002/P00018

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funding for the adjustment is on task order HSCEOP-07-J-00465 MOD 1.</p> <p>All other terms and conditions remain the same. Period of Performance: 04/01/2007 to 03/31/2008</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 12/26/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) 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	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 009741828000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 11) 12/26/2007	

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

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

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

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

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

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

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

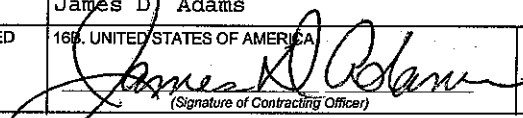
DUNS Number: 009741828

The purpose of this modification is to appoint Todd Tyron as COTR for the Batavia Facility replacing Martin Herron effective 12/23/2007.

All other terms and conditions remain the same.

Period of Performance: 04/01/2007 to 03/31/2008

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  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/02/08

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 02/15/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 6) 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	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 11) 01/03/2003	
CODE 0097418280000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

DUNS Number: 009741828

Program POC: Todd Tryon b2Low

Procurement POC: Paul Previch b2Low

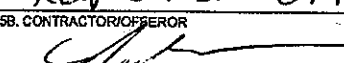
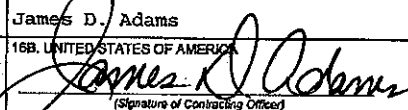
The purpose of this modification is to exercise the option to extend the contract through September 30, 2008. The following clause applies:

52.217-8 Option to Extend Services.

Funding for this extension will be added on task order HSCEDM-08-J-00040.

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) Ron Gates GM	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/15/08
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 2/19/08

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

ACB3C0002/P00020

PAGE OF

2

2

NAME OF OFFEROR OR CONTRACTOR

ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 04/01/2007 to 09/30/2008				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 03/04/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) 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	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0097418280000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	10B. DATED (SEE ITEM 11) 01/03/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 009741828

Program POC: Todd Tryon b2Low

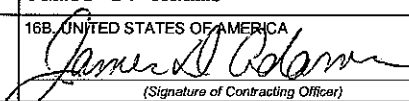
Procurement POC: Paul Previch b2Low

The purpose of this modification is to add that the funding included on task order HSCEDM-08-J-00040 modification number 2 included additional hours to hire 17 new guards at the facility.

All other terms and conditions remain the same.

Period of Performance: 04/01/2007 to 09/30/2008

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  (Signature of Contracting Officer)	16C. DATE SIGNED 4 Mar 08

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 04/01/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) 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	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0097418280000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	10B. DATED (SEE ITEM 11) 01/03/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 009741828  
Program POC: Todd Tryon b2Low  
Procurement POC: Paul Previch b2Low

The purpose of this modification is to incorporate the rate adjustment requested with the contract being extended under clause FAR 52.217-8 "Option to Extend Services" on modification 20. This increase will be effective April 1, 2008 through September 30, 2008.

The funding for this adjustment will be indicated as a modification on task order HSCEDM-08-J-00040.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ron GATEL GM	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Travis Gordon
15B. CONTRACTING OFFEROR 	15C. DATE SIGNED 3/18/08
	16B. UNITED STATES OF AMERICA TRAVIS GORDON 
	16C. DATE SIGNED 19 MARCH 08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00022

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 4001 detention officers will increase by \$ (b)(4) /hr from \$ (b)(4) to \$ (b)(4) per hour</p> <p>CLIN 4002 supervisory detention officers will increase by \$ (b)(4) /hr from \$ (b)(4) to \$ (b)(4) per hour.</p> <p>All other terms and conditions remain the same. Period of Performance: 04/01/2008 to 09/30/2008</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 34
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 04/01/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> (x)	
CODE 0097418280000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 11) 01/03/2003	

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103B

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

DUNS Number: 009741828

Program POC: Todd Tryon 585-344-5119

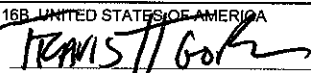
Procurement POC: Paul Preovich 202-353-4019

The purpose of this modification is to incorporate Wage Determination number CBA-2008-1999 REV 0 dated 3/19/2008 based on the collective bargaining agreement between Asset Protection Services and Service Employees International Union Local 200.

This wage determination was used in modification number 22 to incorporate the rate adjustment effective 4/1/2008 on this 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) Travis Gordon	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 19 MARCH 08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00023

PAGE OF  
2 34

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 04/01/2007 to 09/30/2008				

REGISTER OF WAGE DETERMINATION 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.: CBA-2008-1999  
Revision No.: 0  
Date Of Last Revision: 3/19/2008

---

State: New York

Area: Genesee

---

Employed on Detention Services contract for Detention Services at the Batavia Detention Facility.

Collective Bargaining Agreement between contractor: Asset Protection & Security Services, LP, and union: Service Employees International Union Local 200, effective 4/1/2007 through 3/31/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

# **AGREEMENT**

by and between

**ASSET PROTECTION & SECURITY  
SERVICES, LP**

and

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 200 UNITED**

**4/1/2007-3/31/2010**



## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Agreement Cover Page	1
	Table of Contents	2
	<b>AGREEMENT</b>	3
1	Bill of Rights	3
2	Recognition	3
3	Union Security and Check-off	4
4	Rights and Functions of Management	4
5	Special Meetings	4
6	Union Stewards	4
7	Bulletin Board/Mailboxes	5
8	Grievance Procedures	5
9	Discipline	6
10	Seniority	9
11	Vacancies	10
12	Layoff and Recall	11
13	Working Hours	11
14	Schedule Bidding Process	12
15	Straight Time Plug-in Wheel	13
16	Overtime Wheel	14
17	Mandatory Annual Training	15
18	Wages	16
19	Fringe Benefits Administration and Calculation	16
20	Clothing Allowance/Uniforms	17
21	Vacations	18
22	Sick Leave	20
23	Holidays	21
24	Absences	21
25	Jury Duty	22
26	Bereavement Leave	22
27	Leave Without Pay	23
28	Family Medical Leave Act	23
29	Military Leave	24
30	Worker's Compensation	24
31	Disability	25
32	Physical Examinations/Drug Screening	25
33	Personal File	25
34	Acknowledgement Signatures by Employees	25
35	No Strike and No Lockout	26
36	Nondiscrimination	26
37	Contract Turnover	26
38	Transfer of Company Title or Interest	27
39	Severability	27
40	Contract Amendments	27
41	COPE	27
42	Term of Agreement	27
	Signatures	28
Appendix A	Wage Tables	29
Appendix B	Shift Differential	30
Appendix C	Fringe Benefits	31

## **AGREEMENT**

This agreement is between Asset Protection & Security Services, LP hereinafter called the "Company" or "Contractor", relative to services at the Buffalo Federal Detention Facility, Batavia, New York, and Service Employees International Union, referred to as the "Union". It is the intent and purpose of this agreement to assure that harmonious employee relations exist between the "COMPANY" and the "UNION" the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of wages, hours of work, and other terms and conditions of employment.

All references to the male or female gender of nouns or pronouns in this agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

All references to Immigration & Customs Enforcement, Department of Homeland Security are abbreviated as ICE throughout this agreement.

### **ARTICLE 1- BILL OF RIGHTS**

To ensure the individual rights of employees, the following shall represent the employee's Bill of Rights.

**Section 1.** An employee shall be entitled to union representation at each stage of the grievance procedure as set forth in this agreement.

**Section 2.** An employee shall be entitled to union representation at each stage of the disciplinary proceedings.

**Section 3.** Not at any time shall an employee be requested to sign a statement of admission of guilt in any disciplinary proceeding without union representation.

**Section 4.** No employee shall be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect his or her rights under this agreement.

### **ARTICLE 2 - RECOGNITION**

**Section 1.** Pursuant to and in accordance with all conditions of the laws of the State of New York, Code of Federal Regulations, Department of Justice Regulations, and Service Contract Act Provisions, the Company recognizes the Union as the sole and exclusive collective bargaining union for the employees governed by this agreement at the Buffalo Federal Detention Facility, Batavia, New York. Any changes and implementations of any nature will be negotiated with and by the Union Representatives.

**Section 2.** The labor category "Detention Officer" as listed in the Department of Labor Standard of 29 August 2003 (Federal Wage Determination 1994-2381 Revision 26) is understood and accepted by both parties to be the appropriate wage classification for work performed under the ICE service contract for the Buffalo Facility. All references to "Custody Officer" or "Supervisory Custody Officer" are thus determined to be the equivalent of "Detention Officer" or "Supervisory Detention Officer" for classification purposes. All current and future wages, benefits and conditions pertinent to "Detention Officer" shall not be lost as a result of a name/title change.

**Section 3.** The bargaining unit shall be defined as all full time and part-time employees. Full time employees are those classified as such on the seniority list. Part time employees are those that are classified as such on the seniority list. The number of hours worked per week has no bearing upon this classification.

**A.** It is recognized that from time to time issues may arise that require an interim Agreement between the parties to resolve and do not require a ratification. The parties agree to address such issues by virtue of negotiations and a memorandum of agreement.

**Section 4.** It is mutually agreed that any employee holding the rank of Lieutenant and is acting in the capacity of Union Steward will not involve themselves in a labor-management situation conflictive of the best interests of all parties concerned. Any "Acting" Lieutenant will retain the designation of work assignments but will have no authority for disciplinary actions.

**Section 5.** Bidding Auxiliary Lieutenants designated post will be Patrol Escort. When not assigned as an Auxiliary Lieutenant, they will not perform supervisory duties.

### **ARTICLE-3 UNION SECURITY AND CHECKOFF**

**Section 1.** The Union will make available to all union members entering the bargaining unit, a copy of this agreement calling to their attention the fact that Service Employees International Union, Local 200 United has been recognized as the exclusive bargaining representative for all employees covered by this agreement.

**Section 2.** All employees who are, or who will become members of the Union shall, as a condition of continued employment, maintain their membership in the union in good standing during the term of this agreement. Good standing shall be maintained by payment or tender of regular initiation fees and periodic dues uniformly required by the Union's Constitution and as condition of acquiring and maintaining membership.

**Section 3.** All employees will, as a condition of continued employment, make application for membership in the Union within 120 days. The Company shall notify the union of the names and dates of hire for all new employees.

**Section 4.** The Union shall notify the employer in writing of any employee who fails to assume or maintain the obligations of membership set forth in this article.

**Section 5.** The Union shall hold the Company harmless from any and all liability, damages, suits and the cost of defending itself in any such suits and actions arising from the discharge of any employee at the request of the Union pursuant to the provisions of this article.

**Section 6.** The Union will notify the Company as to the amount of dues to be deducted. Such notification will be certified to the Company and shall be done at least two (2) pay periods in advance of the date of change. Part time and part time employees shall be assessed one half (1/2) the full time rate.

**Section 7.** Deductions shall be done every pay period not to exceed the amount certified to the Company.

### **ARTICLE 4- RIGHTS AND FUNCTIONS OF MANAGEMENT**

Section 1. Except as otherwise provided in this Agreement, the management of the facility and direction of the working force remains an exclusive management function. This right of management includes, but is not limited to, such functions as: the right to plan, schedule, direct and control operations and work; to study or introduce new or improved methods; to contract work; to maintain or establish new or improved rules and regulations covering the operations, including safety; to establish job qualifications; to amend its administrative procedures, company-wide policy manuals, and other documentation required to administer its business; to set work schedules and assign work; to hire, assign, and transfer employees; to determine job content; to lay off, suspend, discharge, discipline or otherwise relieve employees from duty because of lack of work or other just causes. In no one case shall the exercise of the above prerogatives of management be in derogation of any of the terms and conditions of the collective bargaining agreement between the parties.

### **ARTICLE 5- SPECIAL MEETINGS**

**Section 1.** The COMPANY and UNION agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request. It is understood by both the Union and the Company that such meetings shall not be used to renegotiate this agreement. Special meetings shall be held within fifteen (15) day of the receipt of the written request, unless both parties agree to extend said time period. Meetings may be held in person or through teleconference.

### **ARTICLE 6- UNION STEWARDS**

**Section 1.** The Union shall have the right to elect one (1) chief steward and up to seven (7) Stewards for this bargaining agreement with the understanding that if the workforce increases, one (1) new Steward shall be added for each forty (40) workers. The Union shall submit to the Company in writing the names of all such stewards. The authority of the stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provision of

this agreement, and the handling of such Union business as may be delegated to them from time to time by the Union. A steward does not have the authority to call a strike, work stoppage, slowdown, or any other interference with the Company's business. The conduct of Union business shall be held before, or at the end of the shift, or while on break. Such business may be held in the Project Manager's office, if available, or in an authorized employee break room. The Union will provide 40 hours pay per year to the Chief Steward for conducting Union Business.

A. Supervisors shall be entitled to select one (1) a Steward from among themselves.

**Section 2.** The chief steward shall have the same privileges as Stewards when any grievance has been processed within the grievance procedure. In the event the regularly assigned Steward is not available, the Chief Steward may act on his behalf at Step 1 of the grievance procedure.

**Section 3.** Non-employee Union Representatives will be allowed access to the facility with prior written notification and approval from the Buffalo Federal Detention Facility, Batavia New York.

**Section 4.** Any employee acting in the capacity of Union Steward shall not be discriminated against in any manner and shall not be harassed or intimidated by management for performance of their duties as a Union Steward.

**Section 5.** Employees who are Union Representatives or stewards will not be paid for their time spent engaged in Union duties including investigation of grievances, unless the Company requests the steward's presence or the steward is engaged on behalf of the company in negotiations or arbitration hearings. All attempts will be made to reschedule a steward's work hours for negotiations and arbitration hearings to avoid loss of scheduled work.

**Section 6.** If business meetings are required for facility operational matters, the Chief Steward (or designee) shall be paid at the contracts base rate of pay, provided ICE agrees to reimbursement.

**Section 7.** Union members acting as CBA negotiating team shall be paid up to 8 hours straight time rate for each day of lost work due to negotiations. No more than four members will receive this pay.

## ARTICLE 7- BULLETIN BOARD/MAIL BOXES

**Section 1.** If ICE grants approval, the company shall provide space for one (1) appropriate quality (i.e. a locked and enclosed) bulletin board of a maximum size of three (3) feet by (4) feet for exclusive use of the Union for the purpose of posting notices of meetings, bulletins and other union matters. Said space shall be provided within the facility. The Union agrees that the bulletin board space shall be utilized exclusively for matters relating to the bargaining unit described herein and shall not be used for posting of anything derogatory to the employer, its management or employees.

**Section 2.** The Company may, in its sole discretion, maintain or discontinue "employee" mailboxes. In order to increase the Union's communications ability with its members; if the Company maintains "employee" mailboxes or information files, Union stewards may place informational fliers and Union ballots in these mailboxes or information files provided the PM or PC is notified in advance of the action. Use of the mailboxes for non-company or non-union business or private matters by individuals shall not be allowed. No information derogatory to the Company or ICE may be placed in said mailboxes/informational files. The Union agrees to indemnify and hold the Company harmless from any complaint by an employee relating to material placed in a mailbox other than by the Company.

## ARTICLE-8 GRIEVANCE PROCEDURE

**Section 1.** A grievance is any dispute, controversy or difference between

A. The Union or the Company on any issues with respect to, on account of, or concerning the meaning and interpretation or application of this agreement, or any terms or provisions thereof.

**Section 2.** Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by the Company if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if the Company fails to answer within the time limits, unless the parties mutually agree to extend the time limits.

**Step 1.** The Union and Company agree to make every effort possible to resolve grievance(s) by taking the matter up informally and verbally at the first step.

**Step 2.** If the grievance is not resolved informally within seven (7) calendar days, it is to be reduced to writing and presented to the Project Manager (or designee) within seven (7) calendar days of the informal response. The Project Manager (or designee) shall comment within fourteen (14) calendar days upon receipt of the grievance.

**Step 3.** In the event that the grievance is not resolved at the First or Second Step, the same shall be referred in writing to the Company's General Manager and the President of the Union and/or Business Representative within seven (7) calendar days upon receipt of the Project Manager's comments on a resolution of the matter.

**Step 4.** In the event that the grievance is not resolved at the First, Second or Third Step, the same shall be referred to the Federal or State Mediation or Conciliation Service within 14 calendar days of the Step 3 answer, for the assignment of a Mediator in an effort to resolve the dispute.

**A.** The parties must meet and confer to discuss the grievance. A Business Representative of the Union, Stewards and the grievant(s), Mediator, and Company Representatives shall endeavor to resolve the issue

**B.** An employee may appeal a suspension or discharge beginning with the Fourth Step of the Grievance Procedure.

**Step 5.** If all parties are unable to resolve said grievance within 14 calendar days through the mediation procedure, they shall jointly submit their differences to a Staff Arbitrator assigned by the New York State Employment Relations Board (NYSERB).

**Section 3.** Both parties shall pay equally for the fee of the Arbitrator/Mediator, the cost of any hearing room and the cost of a court reporter if requested by the Arbitrator. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the cost of witnesses called by the other party.

**Section 4.** The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue presented and shall confine his or her decision solely to the application and interpretation of this Agreement. The decision or the award of the Arbitrator shall be final and binding.

**Section 5.** In the event that the NYSERB no longer exists, the parties agree to utilize the Federal Mediation and Conciliation Service (FMCS). The parties further agree that the cost of the Arbitrator shall be divided equally between them.

**Section 6.** Any grievance resolutions that carry a back-pay award will be paid within one (1) pay period following resolution.

## **ARTICLE 9- DISCIPLINE**

**Section 1.** It is hereby agreed and understood that the employer shall have the right to discipline or discharge an employee for **just cause reasons** or at the request of ICE. The Company shall supply documentation from ICE, if discipline or termination is requested by ICE, and if ICE provides such to the Company. The conduct for which discipline is being imposed and the penalty proposed should be specified in writing from the person, or persons initiating the discipline procedures.

- A.** It is recognized that ICE retains the sole and final authority for granting/withdrawing an employee's site security clearance. If an employee commits an act deemed by ICE to necessitate that employee's removal from the site or the revocation of clearance, the Company agrees to provide whatever information concerning ICE's decision that it may possess.
- B.** It is further understood that any employee whose clearance is revoked by ICE may not grieve disciplinary action beyond Step 3 of the Grievance Process.
- C.** Any employee who is placed on unpaid administrative leave or suspended during an investigation mandated by ICE for an employee action is not entitled to any pay or benefits for lost work, including backpay and benefits, as a result of the unpaid administrative leave or suspension even if ICE subsequently restores the employee's clearance and the individual returns to work.

- D. If the company places an employee on unpaid administrative leave or suspends an employee for a reason not related to an ICE order to place the employee on administrative leave or suspension, that employee retains his/her rights under all phases of the grievance procedure and may be entitled to lost pay and benefits should the Company so agree or should an arbitrator so decide.
- E. When proposing a disciplinary measure on a current charge, the company **will not** take into account any prior infractions that occurred more than eighteen (18) months previous.
- F. Copies of all complaints, notices and reports or other pertinent information filed by an employee's supervisor or any other company officer which relates to the employee, and is signed by the employee, and may be made the basis of disciplinary action up to and including discharge, shall be made available to the employee and to the chief steward at the time such charges are made, if the employee so requests. Such complaints, notices and reports or other pertinent information shall be subject to the grievance procedure.

**Section 2.** If the Company has a reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Copies of such warnings or reprimands shall be given to the Chief Steward, if the employee or employer so requests.

**Section 3. Investigations:** Employees are required to participate in all investigations initiated or sought by the Company or ICE. They are required to answer questions pertaining to any incident and to report what they personally witnessed to ICE, the Company and to their Supervisors, as long as **ARTICLE 1 Sec. 4** of this agreement is not violated. Failure to comply will lead to discipline up to and including termination.

- A. **Discipline Inquiry.** Employees subject to a disciplinary inquiry are entitled to representation by a Union Steward. The primary disciplinary officer for the post shall be the Post Administrator (**Post Captain**). The Post Captain shall ensure that an applicable Union Steward, if requested, is available and attends the Disciplinary Inquiry.
- B. **Issuance of Disciplinary measures.** The Post Administrator (**Post Captain**) shall recommend to the Project Manager an appropriate disciplinary measure upon the conclusion of the Disciplinary Inquiry. The Project Manager will then issue one or more of the following measures to the employee.
  1. Dismissal of charges.
  2. Verbal warning, which may be documented in the file in writing.
  3. Written warning.
  4. Suspension for 1 to 10 working days depending upon the incident / performance discrepancy and the officer's overall record for the past eighteen (18) months.
  5. Performance Probation. A period of up to 180 calendar days in which the employee may have no violations of ICE and Company polices. If the officer has any violations, the Project Manager, at his discretion, may revoke probation, invoke any suspension or other withheld punishment that was mitigated, and take action as appropriate for the new violation, including violation of probation. The Project Manager shall issue proper documentation to the chief steward supporting the probation violation. All disciplinary actions are subject to the grievance procedure.

NOTE: Steps 1-5 above are not the exclusive means of discipline that may be administered by the Company nor is the above intended to limit any discipline or combinations of discipline that may be administered in combination with each or other disciplinary means. However, Steps 1 - 5 are intended to provide a progressive ladder of disciplinary measures that provide flexibility to management and Union representatives in deciding appropriate reactions to documented disciplinary infractions. The Project Manager is not obligated or bound to use each step of progression, for example, if an employee commits an automatic termination offense, or if ICE requires a more severe penalty than is at first determined by the Project Manager other, more stringent discipline may be applied. The Company reserves the right to implement discipline at the level or in combinations it deems appropriate for the offense, the employee's overall performance record, and all other relevant factors.

6. Termination. An officer who commits one of the infractions listed below is subject to immediate discharge. Prior to termination, however, the Project Manager shall conduct an investigation, forward the investigation for review by the Company General Manager, and then notify the Union of the Company's pending intent to terminate an officer. The Union shall then be allowed to review the investigation results and offer any evidence in mitigation. The Company General Manager will review any such evidence and issue a final decision.
- a. Any revocation of security clearance by ICE.
  - b. Theft or careless loss of government or company equipment and property, including damage thereto.
  - c. Abuse or use, possession of, sale of, or distribution of illegal substances, and/or contraband.
  - d. Reporting to work under the influence of a substance that impairs the ability to perform assigned work duties, including alcohol, illegal drugs, or over the counter medications that have such affect.
  - e. Refusal to submit to a substance screening when required under the company's random drug surveillance program, fitness for duty exam, probable cause, or annual drug screening testing program.
  - f. Threatening or intimidating fellow officers or detainees on government property.
  - g. Falsifying government or company documents, including but not limited to, reports, time sheets, (record of presence, attendance records) personal history information, and job applications.
  - h. Sleeping on duty/being inattentive to duty (includes dozing off).
  - i. Failure to attend training when scheduled (unless absence is excused by the Post Captain or Project Manager), for illness of officer or other reasons (such as vacation, lack of notification in a timely manner by management etc).
  - j. Possession of firearms, deadly weapons or explosives on government property, unless specifically required and assigned by ICE.
  - k. Introducing, possessing, transmitting, not reporting contraband on government property.
  - l. Fraternizing with detainees, engaging in sexual activities on government property with any ICE employee, company employee, or detainee.
  - m. Engaging in non-work related activities while on duty, including but not limited to playing of cards or other games, reading magazines, etc.
  - n. Engaging in any activity that would endanger the well-being or life of another individual.
  - o. Excessive use of force. **(Requires a finding by ICE).**
  - p. Harassment. Defined as making sex, race, color or other protected characteristic a condition of employment or favorable treatment; creating an unreasonably hostile work environment through lewd remarks, inappropriate jokes or gestures, etc.; and inappropriate physical contact with ICE, company employees, and/or detainees. (These actions will be determined and investigated through EEO procedures; an employee will not be terminated until an appropriate EEO investigation has been conducted but may be placed on administrative leave (with or without pay) or transferred during the course of any investigation.)
  - q. Commission of a "no call no show" unless it is excusable because of weather, severe/sudden illness, death or family emergency or any circumstances not controllable by the employee, and the employee can show supporting documentation of circumstances.
  - r. Excessive absences as defined in Article 24.
  - s. Selling, discussing, providing or disclosing to unauthorized parties detainee lists or information.

t. Failure to cooperate in a Company / ICE investigation of an incident, and /or lying during an investigation.

u. Violation of ICE Rules, Regulations and Policies, not related to post orders.

v. Failure to pass reasonable physical fitness testing relating to work requirements or maintain other qualifications for the position assigned.

7. **Review/appellate actions.** The Company's General Manager or the Corporate Operations Director will automatically review and approve or mitigate any termination actions and suspensions. The Project Manager is authorized to mitigate/suspend lesser disciplinary actions imposed at his discretion. All disciplinary actions are subject to the grievance procedures.

8. **Ex Post Facto Rules.** The Company agrees that, if it creates a new policy that would result in termination or suspension of an officer, it will not impose such actions on any individual who committed such offense prior to the effective date of the policy created. The company furthermore agrees to notify the Union of all policy changes and allow the Union to comment thereon within 5 days of the policy becoming effective.

## ARTICLE 10 - SENIORITY

**Section 1. Definition - Date of Hire (DOH).** The (DOH) is the date in which the first day the employee is required by the Company and or ICE to report to the facility for new hire training or performance of a productive work schedule and being paid to do so. This date determines the seniority of the officer. The DOH is also referred to as the officer's "**anniversary date**" for various benefits. Full-time and part-time schedule bid employees' seniority shall be defined as the total length of continuous service rendered by each employee as a service employee under the Service Contract Act, at the Buffalo Federal Detention Facility. The seniority of part time officers commences upon their permanent assignment to a full or part-time schedule bid. This agreement is based on "Seniority rules", if any questions arrive that cannot be determined by any other provision herein, "**Seniority rules**" will be applied to make the determination and solution.

A. Determining seniority in the case of employees with the same DOH. Full-time and part-time schedule bid employees whose DOH is the same day are placed on the seniority list based first upon their class rank in their basic training class and second by the lowest last four digits of their social security number. The Company will maintain two separate seniority lists: Full-time and Part Time.

**Section 2. Accrual of Seniority:** As defined in Section 3 of this Article.

**Section 3. Loss of Seniority:**

- A. Discharged, if not reversed.
- B. An employee absent for more than two (2) consecutive normal scheduled working days without notification of valid reason to their supervisor shall be considered as having quit.
- C. Unexcused failure to return back to work when recalled from layoff.
- D. Retirement.
- E. After twelve (12) consecutive months, if an employee is not recalled from layoff.
- F. Voluntary resignation.
- G. After expiration of an authorized period of Family Medical Leave Act (FMLA) Leave, if the employee fails to return to work, for any reason, the employee is considered to have quit employment, unless the employee is on other authorized leave prior to the expiration of FMLA leave.
- H. If an employee leaves a Union covered position for a non-covered position with management and subsequently returns to a bargaining unit position, the employee will be afforded an opportunity by the Union to restore his/her



seniority through payment of dues to be decided the Union. Effective April 1, 2008, if supervisors are removed from the bargaining unit, they will be limited to 18 months to return to the Bargaining Unit or they shall forfeit all rights to seniority.

**Section 4. Seniority List.** The Company shall maintain a roster of employees, arranged according to seniority, showing name, job classification and seniority date, a copy shall be furnished to the Union, within **ninety (90)** days after the signing of this Agreement and monthly thereafter. All new employee's names shall be submitted to the Union along with their Date of Hire (**DOH**) with each monthly list. The seniority list shall be posted on the UNION bulletin board. Officers who are promoted to supervisory classifications retain their original date of seniority throughout their tenure as a supervisor; if they are later demoted, there is no effect on their seniority.

**Section 5. New Hire Trainees.** Newly hired officers receive up to 136 hours of training prior to commencing work as Custody Officers. During their training they are paid at the hourly rate specified in Annex A for B Tour and do not earn fringe benefits, or other benefits besides pay for training completed. New Hire Trainee's DOH is considered to be their first day of paid training if they are immediately assigned to a full-time or part time schedule bid, and once they complete their 120 day probationary period (which includes their new hire training period), their seniority date is established as their DOH.

**Section 6. Probationary Period.** New employees will serve a probationary period of **one hundred and twenty (120)** calendar days. During their probationary period, an employee may be subject to discipline or discharge without recourse to the grievance procedure. Newly hired probationary employees will not have seniority until successful completion of the probation period, at which time their seniority date will be established as the initial DOH.

## ARTICLE 11 – VACANCIES

**Section 1.** All open permanent vacancies in existing classifications and all new positions will be posted for seniority bid as they occur. Notice of such vacancies or new positions will be posted in a designated location where all employees may view it for **five (5)** business days so that interested employees may submit a bid. The position will then be awarded to the most senior full-time employee possessing the relative ability and qualifications to perform the job. All postings will include a job description, with number of hours, wage rate, and qualifications needed.

- A. In the case of promotions to Supervisory Custody Officer (**Lieutenant/Auxiliary Lieutenant**), or selection for a management position, the Company will advertise the vacancy for a prescribed period; management retains the right to select the person it determines to be overall most qualified individual for the position regardless of seniority. The Company may, at its sole discretion, appoint or promote officers to supervisory positions, without advertisement, if, as determined by the Company, operational requirements necessitate immediate filling of a vacancy.
- B. In the case of demotions from a Supervisory Custody Officer (**Lieutenant/Auxiliary Lieutenant**) rank, the Company retains the right to demote or otherwise discipline Supervisory Custody Officers for just cause reasons, and must be handled within good employee relationship principles. If the client, ICE, directs removal of a supervisor for unsatisfactory performance, such removal is not subject to the grievance procedures, but the Company must supply supporting documentation from ICE, if provided by ICE, to the employee. Demotions do not result in termination unless some other factor of performance exists that may subject the employee to disciplinary measures.

Notwithstanding paragraph B above, the Company, may, at its sole discretion, remove or demote supervisory officers for "loss of confidence" due to inappropriate leadership style, harsh behavior toward subordinates, failure to observe or report infractions by subordinates, and other such reasons deemed appropriate. That is, performance of the required supervisory functions is not, in and of itself, an adequate defense against removal from a supervisory position.

**Section 2.** In the event that an employee's job is abolished or the starting time for the employee changes significantly (more than two hours), the employee may exercise his/her seniority and displace a less senior employee. Such displaced employee may likewise exercise his/her seniority and displace a less senior employee, etc. The Union must be notified of any job abolishment, which results from a modification or adjustment to the Federal Contract between the Company and ICE. For the purpose of this Article, seniority shall be considered as an individual's entire length of service in a full time or part time schedule bid position at the Buffalo Federal Detention Facility. Exercise of these bumping rights will apply in the following manner.

**A. Job Abolishment/Layoff/Significant Change in Starting Time:** In the event of a layoff or abolishment of a position, or a significant change in the starting time of a position, the affected employee will have 96 hours from the date the event is announced to declare his bumping rights. Notice of exercise of bumping rights must be in writing, and identify the person/position bumping. Notice must be provided to the Company and the Union within the required time limit or the opportunity is waived. The affected employee may bump any less senior person on shift with the same classification. Once bumped, the "bumped employee" will have 96 hours to exercise his/her bumping rights, and so on.

**Section 3.** The Company and Union at all times will refrain from discouraging any employee for submitting a bid on any job vacancy, and the Union and Company will not seek retribution against any employee who is appointed to a job vacancy on the basis of meeting the requirements of **Section 1.**

**Section 4. Staff Management.** The Company will endeavor to maintain the maximum number of 40/40 hour posts consistent with efficient management, but retains sole discretion to determine the requisite mix of full-time and part-time employees necessary to perform services at the site. In addition, the Company retains sole discretion to offer 80 hour bid posts, 72 hour bid posts, or other combinations necessary to ensure maximum availability of manpower to perform the functions at the site. Such staff increases or modifications or schedule adjustments will be announced and then implemented as a new post bid period opens to lessen the impact on affected officers, unless ICE action necessitates a sooner implementation. The implementation of increased numbers of 40/40 hour posts will be accomplished as attrition of officers enables the Company to do so. The Company will also endeavor to create the maximum number of posts that provide weekends off, consistent with efficient management, but retains the right to determine the number of such posts.

## **ARTICLE 12- LAYOFF AND RECALL**

**Section 1.** In the event that it is necessary to reduce forces, the following procedure will be followed:

**Step 1.** "On call" and part time employees shall be reduced/laid-off first.

**Step 2.** The Company shall reduce the work force in inverse order of seniority.

**Section 2.** The Company will give the employee at least **five (5)** days advance notice of such layoff, or pay the employee in lieu thereof. The Company will comply with this notice requirement unless advance notice is not received from ICE. The Company will supply supporting documentation if advance notice is not given.

**Section 3.** In the event of recall, due to a vacancy, employees will be recalled in seniority order as long as they possess the necessary ability – and minimum qualifications and physical fitness to perform the job. Employees who are recalled after 30 or more days absent will be required to take and pass a fitness for duty physical and physical fitness test. If they fail either test they will be dropped from the recall list. The Company will notify the employees by certified mail, return receipt requested, to the employees last known address with a copy to the Chief Steward. The employee must respond to the notice within **two (2)** business days of receipt and must actually report to work within **three (3)** days of receipt unless the employee presents medical verification that they are unable, (or proof of non-receipt of the notice) which will leave them on the recall list. Failure to take these steps will result in the loss of employment and seniority.

## **ARTICLE- 13 WORKING HOURS/LUNCH BREAKS**

**Section 1. Lunch/Personal Breaks.** Lunch Breaks shall be given on a fair and equitable basis. When a personal break is requested, every attempt will be made to relieve the employee as soon as possible, within mission requirements. Lunch breaks may not be waived by the employee; however, the Company may, if required for operational needs, suspend lunch breaks and compensate officers for the missed break. Once a new contract is issued to the current contractor or a subsequent contractor, officers will be receive a paid lunch break if lunch breaks are less than 30 consecutive minutes.

### **A. Definitions**

**Facility Need – defined as:** A work requirement directed by the Facility Director and or Designee, with which the Company must comply. The Company shall provide supporting documentation to the Chief Steward or Designee, if requested.

**Operational Need – defined as:** A work requirement directed by the Company to avoid contract violations and/or penalties or which are in the best interests of efficient management and execution of service contract requirements as determined by the Company.

**Section 2. Working Hours:** A normal shift consists of muster/turnover time (15 minutes) normal working hours performed at a post within the facility (7 hours and 45 minutes) plus a 30-minute unpaid lunch break for a total of 8 paid hours per day. Employees are expected to be expeditious in transiting to and from their posts to ensure that they don't exceed the allotted time. At times, employees might experience slight delays (less than 10 minutes) in departing their post or signing the Record of Presence when departing for the day; this time is considered "de minimus" and not subject to compensation. However, if an employee is held beyond the end of his or her shift, by a supervisor or to cover part of another shift, that employee will receive compensation for the additional time spent at his or her post. Claims for such time to be compensated must be made within 5 working days of the event.

- A. **Officers:** Normal shift hours will be A-tour (2345 hrs to 0815 hrs), B-tour (0745 hrs to 1615 hrs), C-tour (1545 hrs to 0015 hrs).
- B. **Lieutenants:** Normal shift hours will be A-tour (2245 hrs to 0715 hrs), B-tour (0645 hrs-1515 hrs), C-tour (1445 hrs-2315 hrs).

**Section 4.** Failure by an employee to log in/out of the Record of Presence (ROP) may cause the employee to be "recalled" to the post. Time spent for this purpose is not subject to compensation. Failure by an employee to sign the ROP may also cause the Government to deny payment to the contractor for hours that were worked but not properly documented. If a contract deduction occurs due to the negligence of an employee in not signing the ROP, the employee's pay will be docked for the hours not paid by ICE. If no negligence is involved and the employee can show just cause for having failed to sign the ROP (circumstances beyond employee's control), then the employee will not be docked for the hours.

**Section 5.** Time spent picking up or dropping off uniforms for laundering is not subject to compensation. The Company agrees to seek a more convenient pick up/drop off location, on site, however, ICE will be the ultimate decision maker on this issue and is not bound to provide such location.

## ARTICE 14- SCHEDULE BIDDING PROCESS

**Section 1.** The Company shall produce a seniority list to the Chief Steward for review and approval at least **ten (10)** days prior to the quarterly bid. The Chief Steward will sign off on the list making it a valid listing. The Company will attempt to start the bidding process **(30) thirty** days prior to the quarterly bid.

- A. Each employee will receive a copy of the open bids and a bid "call-in" time. It is the officer's responsibility to call into the office at his or her designated date and time. Each employee will be afforded 30 minutes to bid on his or her selected day and time. (I.E. John Doe 12-12-00 at 0800-0830, Joe Shmoe 12-12-00 at 0930-1000, etc.) If an officer misses the call-in time, it **will not** be the responsibility of the Company to make contact with that officer. The officer that misses his or her call time will be allowed to bid when they call in, however, all officers who have already bid will not be bumped due to that officer's tardiness in bidding.
- B. The PC/PM will accept the bids during normal working hours, Monday through Friday at the designated times. If the PC/PM are unavailable then the officer placing the call must contact the official designated by the PC/PM to receive the bids.
- C. Once an officer has placed a bid, it will be considered **FINAL** when the next senior officer bids. It then will become permanent and no changes will be considered or accepted, until the bidding is complete. When the bidding is final, an officer's bids cannot be changed except for what has been agreed upon in this Article.
- D. Once the bidding is complete and the schedule commenced, should two officers desire to swap posts, they may do so if approved by management. The Chief Steward will be apprised of this situation. Such swaps must be on a permanent basis for the bidding period and will not trigger bumping rights for either employee or others.
- E. Removal from a bid post will not take place unless management has exhausted all of the disciplinary steps, or ICE deems it necessary (facility needs). Management will notify the affected employee in writing stating why he/she was removed or reassigned. The Company shall make every attempt to honor the employee

schedule bids. When reassigning employees due to the above reasons, the current bids should not be disrupted unless another employee volunteers to swap the entire schedule bid. If no volunteer is identified, management may mandate an exchange, but shall endeavor to observe "seniority rules" in so doing, provided the mandated officer is able to work the schedule.

- F. An officer may stay on a shift, but must rotate off a post after three consecutive bids, or as requested by ICE.
- G. When a post becomes available due to an officer leaving the Company, that bid post will be posted for re-bid for one (1) week or 5 working days. After that week the most senior qualified officer who re-bid for that post will be awarded the post. If an officer leaves and there is less than half of the bid schedule period remaining, the bid schedule may be covered through the use of "plug ins" until the next bidding process begins. (Plug ins are defined as inserting an officer with hours available into the bid schedule.)

**Section 2.** It is also agreed that there will be a mixture of 32/40 and 40/40 bi-weekly bid schedules made available to officers; however, the exact number of each shall be determined by the Company at its sole discretion, but with input from the Union, to best meet post coverage requirements.

**Section 3.** Lieutenants/Auxiliary Lieutenants: Lieutenants and Auxiliary Lieutenants scheduling will be formulated by the PC/PM observing seniority rules insofar as possible to achieve efficient management of the facility.

## ARTICLE 15 – STRAIGHT TIME PLUG-IN WHEEL

**Section 1.** The Post Captain shall produce a listing of all Officers assigned to a specific shift by rank of seniority. The list will be checked and made valid by the Chief Steward prior to the Quarterly bid. That wheel contains Officers on short workweeks (**less than 40 hours**), and will be separated into 2 columns containing Officers on short week in WEEK 1 and WEEK 2. If any extra time is available it may be distributed after the last employee bids in accordance with staffing needs. Part time employees may be utilized to temporarily cover bid schedules during annual training, vacation, military absences, FMLA and other extended absences. All open posts will be offered to full time employees first according to seniority.

- A. The Post Captain will post schedules four (4) weeks in advance; employees will be able to sign up for open posts up until two (2) weeks prior of the open shift to make their 40 hours on their 32 hour week by seniority. After the 2 week sign up period is completed then the least senior full time or part time employee will be plugged-in on the schedule until that employee has 40 hours and so on up to the most senior employee. The plug-in should be completed 1 week prior to the beginning of that schedule start and an Officer will receive written notification. Under special circumstances, if the schedule cannot be posted (4) weeks in advance, the two (2) week bumping policy will be waived to one week.
- B. When an opening on a current schedule bid occurs, all Officers with less than 40 hours scheduled will be asked to volunteer in accordance with their seniority. If there are no volunteers, the least senior officer with the least amount of hours scheduled will be mandated **unless** it is that Officer's scheduled day off. If an Officer utilizes a paid sick day or vacation day, that Officer **will not** be mandated if the total of his worked hours and sick/vacation hours equals 40 hours for the week, however the officer may volunteer for the available hours.
- C. Once an Officer has been mandated or volunteers to fill a schedule gap, he/she cannot be removed from the schedule unless he/she volunteers for such.
- D. If an Officer with less seniority signs up for a post he or she may be bumped by a more senior Officer if it is prior to the **two** week closing of that particular schedule.
- E. If a shift is completely filled with two (2) four hour blocks, those Officers cannot be bumped off to make one eight hour post. But a less senior officer can be bumped off a four hour block by a more senior officer as long as it is within the 2 week sign up period. A "whole shift" sign up can bump an officer signed up for a 4 hour block, regardless of seniority, if the whole shift is not filled. If two officers have signed up for 4 hour blocks, they will not be bumped by an officer desiring to work the whole shift regardless of seniority.
- F. An Officer **can** be mandated to work four (4) hours earlier than or later than the officer's normal shift. An Officer may be called at home and required to report for work with two (2) hour's notice. The supervisor on

duty or Post Captain will make every attempt to solicit volunteers, and may use part time officers to fill an emergency schedule gap, but the least senior individual contacted may be required to report.

- G. An Officer cannot be mandated to do an (8) eight-hour or (4) four-hour turn around, unless approved by the ICE Facility director.
- H. Officers on a 32 hour workweek, will not normally be plugged in on their bid schedule days off (unless the officer volunteers). Every Officer will be allotted his or her two consecutive bid schedule days off.
- I. Notwithstanding paragraph G above, in the event that inclement weather or some other reason beyond the officer's control, prevents an officer from reporting to work or leaving the facility, insofar as possible, schedules following the event will be adjusted to provide the officer an opportunity to make up these "lost" hours. In the event an officer is "held over" due to being unable to leave the facility, all reasonable efforts will be made by management to relieve that officer with any officer physically capable of reporting for duty. In the event of severe weather than prevents officers from coming to the facility for several days, officers who are capable of reporting for duty will be used as necessary to continue required operations.

**Section 2.** Lieutenants/Auxiliary Lieutenants: All full-time Lieutenants will be scheduled for a 40 hour workweek within their job classification, unless they volunteer to work a 72 hour schedule. Auxiliary Lieutenants will be scheduled for a 40 hour workweek within their job classification (through attrition) and to posts designated for them, as determined by the PC/PM., unless they volunteer to work a reduced schedule. If they work a reduced schedule they are subject to all provisions of this article.

## **ARTICLE 16- OVERTIME WHEEL**

**Section 1.** This article is designed to benefit every officer involved to insure equal distribution of overtime. The wheel is set up for mandatory and voluntary overtime. At the beginning of each bid the most senior Officer will be placed at the bottom of the wheel and the list will continue in that order until the least senior Officer is at the top of the wheel. There will be a wheel made for each shift and placed in the schedule book, **this wheel is for overtime only**; any full time employees on less than 40 hours will be plugged in according to **ARTICLE 15**.

- A. When overtime occurs (**any hours over 40 in a designated workweek**), the Post Captain or designee will contact officers starting at the bottom of the wheel and up to the top of the wheel requesting volunteers to fill the open shift. Officers who are not at work will not be contacted at home. If an Officer turns down the overtime, the next Officer shall be contacted in accordance with the wheel. If there are no volunteers, then the officer at the top of the wheel will be mandated and then placed at the bottom of the wheel. If an Officer volunteers for the open shift during this process, he will be placed at the bottom of the wheel. The Officer must work the overtime shift to receive credit on the wheel.
- B. If an employee is skipped or denied an opportunity to work overtime in violation of this agreement, he or she shall be offered overtime at the next opportunity.
- C. The overtime wheel shall be updated from shift to shift by the shift supervisor, and reviewed by the PC the next business day.
- D. In accordance with the ICE service contract, Officers may not work more than 12 consecutive hours in any 24 hour period unless emergency circumstances determined by the Facility Director or Designee exist. If an officer works more than 12 consecutive hours in a 24 hour period, for whatever reason, that officer shall be paid at a rate equal to twice his/her normal rate of pay including shift differential (but excluding double time fringe benefit if paid hourly). Additionally, if an officer works beyond 12 consecutive hours in a 24 hour period, that officer may request his/her next working day off (if scheduled to work the following day), or in lieu of the day off, the officer will be allowed to report four hours later than normally scheduled.
- E. Officers can be mandated for overtime on their schedule bid days off; however, every attempt will be made to solicit volunteers.
- F. In the event that an employee is held-over and unable to leave the facility, hours not actually assigned for work (e.g., sleeping, rest periods, meal breaks, etc.) are not compensated.

**Section 2. Lieutenants /Auxiliary Lieutenants:** All full-time Lieutenants receive overtime in the same manner described in the above Article within their job classification. **Auxiliary Lieutenants** will receive overtime in the same manner described in the above Article within their job classification as a **Lieutenant** and an **Officer**, and within their designated Officer posts as long as it is equal distribution of overtime and in accordance with the seniority list.

## ARTICLE 17 - MANDATORY ANNUAL TRAINING

**Section 1.** Annual training is considered a normal work week, and insurance benefits (if granted under the fair share method) continue. Training hours, however, do not earn fringe benefits, if such benefits are paid by the working hour accumulation method. Training pay for annual training will be paid at the contract base rate for B Tour, according to job classification. The PC/PM will assign officers to training based on operational/facility needs.

- A. The training schedule will not reduce officers' normally scheduled hours.
- B. It is the employee's responsibility to attend the training classes. No unexcused exceptions will be granted in regards to this matter. Excused exceptions are only valid for injury or illness that makes the employee unable to participate (medical documentation is required), prior scheduled and approved time off, and other approved absences. An employee will not be scheduled for training over an approved vacation period, unless ICE does not offer any other alternative training dates. That is, a vacation may be cancelled, if ICE mandates a training date and no other date is available for the officer to attend.
- C. If the Company is notified in advance by ICE of scheduled training weeks, management will let the employees sign up in advance and by seniority for the week they prefer. Actual assignment to training and any associated coverage issues, will be determined by management in consideration of seniority, shift needs, and availability.
- D. Every attempt will be made to reduce overtime during training if applicable. In the case of overtime incurred because of training and employees vacations, **ARTICLE 16** pertains.
- E. If an officer is mandated to work schedule bid hours or plug in hours in addition to training hours, any hours over 40 in given pay week will be paid at time and one half the employee's rate of pay earned for the schedule bid hours. For example, if an employee attends 5 days of training at 8 hours per day and also works 12 hours on a plug-in post, that employee shall be paid at time and one half for the 12 hours at the base rate of pay plus shift differential, if applicable.
- F. Fringe benefits do not accumulate during an employee's 40 hour annual training week (due to "fair share apportionment").
- G. Officers on a training week **can** be mandated for overtime on their days off, if operations require, as determined by the Company.
- H. Annual training will be offered on a "multi-opportunity" basis; that is, several one week training classes will be held each year, based on ICE scheduling. Officers **MUST** attend one of the weeks and must make up any absences as soon as possible as classes are made available (unless prolonged illness is the cause of the absence). If an officer fails to attend one of the several scheduled training weeks, that officer has failed to meet training requirements and this is considered just cause for discharge.
- I. If a "pass/fail" or grading system is utilized by ICE for annual training, any officer who "fails" the course may be terminated, unless (1) there is another scheduled training class remaining to be held within the current training cycle, (2) that officer agrees to attend the course again without additional compensation for attending the course, the Company will arrange for time off without pay although the employee may use available vacation time. In the event the Company incurs a cost to administer a "make up" training session, and ICE approves Company administration of the make up course, that cost may be paid by the officer in lieu of termination, at the sole discretion of the Company.

**Section 2. PHYSICAL FITNESS TRAINING/TESTING.** Physical fitness training/testing will be administered in accordance with the Company's Employee Handbook. Such training/testing will be reasonable and related to work requirements.

## ARTICLE 18 – WAGES

**Section 1.** Wages, shift differential and fringe for employees covered by this Agreement shall be in accordance with the schedule set forth in **Appendices A through C** for the negotiated period of this agreement.

**Section 2. Called In.** An employee who is called to work and work is not available shall receive four (4) hours of pay at the B tour rate of pay not to include fringe benefit.

**Section 3. Scheduled Voluntary/Mandatory Overtime.** When an employee works overtime, he or she shall receive time and one-half (1-1/2) for all hours worked in excess of (40) forty hours in any one pay week. All overtime if available will be granted on an equal basis in the job classification in which the work occurs, and in accordance with **Article 16** of this agreement. **Hours "worked" do not include sick leave hours or vacation hours utilized/charged during the pay week.**

**Section 4. Lieutenant / Auxiliary Lieutenants pay.**

- A. All full-time Lieutenants will receive \$4.25 per hour above the rate established for Custody Officers in Appendix A.
- B. All Auxiliary Lieutenants will receive \$4.25 per hour above the rate established for Custody Officers in Appendix A, when performing as a Supervisory Custody Officer.

**Section 5.** At times, the Company may offer "emergent hours" of work (caused by call off, sudden illness to an Officer on duty, etc) at the Company's discretion. In this respect, emergent hours do not have to be first offered to regular full time or part time bid schedule employees prior to being given to part time employees.

**Section 6. Direct Deposit.** The Company will pay employees by direct deposit, and at the Company's sole discretion make any special payments by check. Employees shall notify the Company at least **20 days** in advance of changes of banks for direct deposit and shall not close their old account until their new account receives their pay day funds.

## ARTICLE 19 – FRINGE BENEFITS ADMINISTRATION AND CALCULATION

**Section 1.** Employees who desire health insurance coverage shall have the option of selecting a plan from the Company (if the Company so provides) or the Union, or one of their own choosing, whichever they prefer by simple majority vote, in compliance with the window periods of either plan. However, all employees will be in the same plan, either Company, Union or self-provided.

**Section 2.** The Company and the Union agree that they will not change health insurance carriers without informing the affected employees involved.

**Section 3.** There will be no double coverage of health insurance during the term of this Agreement; that is, an employee covered under one plan provided by the Company or the Union will not simultaneously be covered under another plan offered by the Company or the Union.

**Section 4.** The Company will be responsible for making payment of health benefits earned by the employees to the party designated by the Union on a monthly "retroactive" basis. That is, the first payment made by the Company shall be made on the first of the following month's performance on the contract. (The departing contractor is responsible for paying the premium for the first month of the new contractor as the departing contractor has collected the funding for the health benefit from the Government during its last month of performance on the contract.)

**Section 5.** The Company shall not be held liable for insurance costs incurred by the employees that exceed the benefit rate authorized in the CBA. Additionally, the Company shall not be held liable for any misappropriation or malfeasance on part of insurance plan administration or companies retained by the Union to provide insurance benefits. Furthermore, the Company shall not be held liable for paying for insurance benefits for any employee during periods of unpaid absences of any kind.

**Section 6. Pension Plan.** Employees may elect to apportion a part or all their fringe benefits to their pension if they desire. The Company shall not be held liable for any misappropriation, misapplication or malfeasance on part of a pension plan

provider or for the performance of the pension plan. Payroll services expenses to disburse payments to the pension plan provider will be borne by the company.

**Section 7.** In calculating cash payments for unused sick leave and vacation days, Health Insurance/Pension (**fringe**) benefits are not included.

**Section 8.** The fringe benefit accumulated is payable directly to the Union based on billable hours in the contractor's invoice. If some other entity manages the health care program, the fringe benefit shall be payable directly to the entity specified by the Union. The benefit shall be distributed to employees as a credit to their insurance costs on a "fair share" basis based on an equal share to each employee designated by the Union. (The Union and the Company shall review the number of fair shares on an "as needed" basis if the number of posts increases or decreases to ensure appropriate staffing is available for operations.) In general, unless otherwise authorized by the Union, each "full time" employee (as defined elsewhere in this Agreement) shall receive a full "fair share" of the accumulated fringe benefit based on that employees classification as "full time" rather than on an hourly accumulation basis. The size of the "fair share" is determined by dividing the total fringe earned by the total number of "full time" workers receiving the fringe. The Union, may, at its discretion award pro-rated fringe benefits for part time employees, but is not required to do so by this Agreement.

**Section 9. Fringe Calculations.**

A. Fringe benefits are earned through the performance of post hours only, nonproductive hours, even if paid (e.g., vacation, holidays, sick leave, etc.) do not accumulate fringe benefits. The hourly rate of fringe benefits is used to calculate each full time officer's (and part time officer's if granted by the Union) entitlement to the benefit by one of the following:

(1) **Fair Share Basis.** If a fair share basis is utilized to determine the monthly fringe benefit amount, the monthly amount of each full time Officer's fringe benefit will be determined by multiplying the total productive hours authorized on the service contract by the hourly fringe benefit amount in this agreement and then dividing the total money that will be earned during the contract year by the number of fulltime Officers required to work the productive hours of the contract, divided by 12 months. "Fair Share" basis is only applicable to employees who are classified as full time on the seniority list.

**Note:** Employees must work their full "bid schedule" (less any time off granted for sick leave/vacation) in order to maintain their eligibility for a "fair share" fringe benefit. If an employee does not work his/her bid schedule, they may be deducted by the Union for missed hours, if the Union so decides. The Company will notify the Union of any employee who is not working their bid schedule.

**ARTICLE-20 CLOTHING ALLOWANCE/UNIFORMS**

**Section 1.** The Company will provide the following clothing allowance, or make available the following apparel and equipment to employees at the Company's option, with notice to the Union. The Company may at any time during this agreement either provide cash payments or apparel and equipment at its sole discretion with not less than 30 days notice to the Union of any such change:

A. A \$0.25 (twenty five cents) per hour uniform cleaning/maintenance allowance, paid in cash to the employee subject to taxes, for each productive hour worked per pay period.

(1) If the Company utilizes this option, the Company will also provide the service contract specified minimum set(s) of uniforms, each set consisting of one pair of trousers and one shirt.

B. If the Company, at its sole discretion, opts to provide uniforms through a Uniform Service Company, the company may utilize the 25 (twenty-five) cents per hour allowance toward the rental/cleaning of said uniforms provided. Upon change of contractor or issuance of a new contract to the current contractor, employees will receive the uniform allowance in cash.

(1) Until the service contract is renewed or re-awarded, the Company shall provide at least 11 (eleven) sets of uniforms, including badge patch, flag patch, name patch, and company logo patch; each set to consist of one pair of trousers and one shirt.



Paragraph B above expires upon change of contractors or issuance of a new contract to the current contractor, whichever is later, when Section 1.A. language will prevail. At that time, any subsequent contractor will provide the following:

Item	Quantity
Shirt, Long Sleeve	3
Shirt, Short Sleeve	5
Trousers, all season all weight	8
Duty Belt	1
Belt Keepers	1 set of 4
Boot Allowance	\$100 cash allowance every 24 months
Search Glove Allowance	\$25 cash allowance every 24 months
Cold Weather Jacket	1
Windbreaker	1
Mini-mag Flashlite & Holder; AA batteries	1
Handcuff case	1
Handcuffs (when authorized by ICE)	1
Key Holder	1
Security Badge, cloth	1, each shirt, jacket
Name Tag, cloth	1, each shirt
Shoulder Patches	1, each shirt, jacket
Microshield CPR Mask/glove pouch and holder	1
Ball cap	1
Gloves	1
Radio Holder	1

Note: Uniform articles listed above will be replaced "as necessary" unless otherwise indicated above.

**Uniform Replacement Allowance.** Effective April 1, 2008, or upon contractor turnover, whichever is later, employees will receive a \$0.35 (thirty five cents) per hour uniform replacement allowance. This entitlement will be utilized by the Company to provide replacement uniform articles and will not be paid to the employee.

**Section 2.** It is understood that any article of clothing or piece of duty gear issued must be returned to the Company upon resignation, discharge, or extended unpaid absence (over 30 days); failure to return clothing/equipment will result in payroll deduction. In addition, reimbursement to the Company or the government for any article of clothing or piece of duty gear (Company or government issued) that is damaged willfully or through negligence shall be payroll deducted from the employee responsible. Lost articles are considered the same as damaged and shall be payroll deducted, including keys issued by the government. The Company is specifically authorized to withhold any amounts due and owing for lost, damaged, or unreturned equipment or uniforms from the applicable employee's paycheck, including any final paycheck.

## ARTICLE-21 VACATIONS

**Section 1. Vacation.** All full-time employees are eligible for:

<u>Years of Service</u>	<u>Vacation allowance</u>
1 Year or more	2 weeks (80 hours)
5 Years or more	3 weeks (120 hours)
10 Years or more	4 weeks (160 hours)
20 Years or more	5 weeks (200 hours)

## Section 2. Use of Vacation:

- A. Vacation time is earned for each year of completed service. It will accrue as of the employee's anniversary date (DOH) and can be used as needed, provided the employee requests leave thirty (30) days in advance. If extenuating or emergency circumstances arise, the company may waive the thirty (30) day requirement. (Such as in conjunction with an FMLA request.)
- B. Vacations shall be scheduled with due regard for (1) emergency circumstances in conjunction with FMLA or bereavement, (2) seniority, (3) date submitted, (4) facility needs. Vacation time may be taken in (8) hour increments. Seniority will take precedence over date submitted only. A vacation day will commence following the end of the employee's previous worked shift.
- C. The Post Captain will respond to requests within ten (10) working days. After the Officer receives the approval, he or she cannot be bumped regardless of seniority (this policy is only in effect after the ten (10) days has been completed; seniority may bump during the ten (10) day period).
- D. Submitting a vacation request for a single day on one of the 10 authorized holidays will be done in the following manner: The Officer must submit a request 30 days prior to the particular holiday. Officers may submit their request prior to the 30 day deadline, however the request will not be looked at until 30 days prior to the holiday. Submitting earlier does not effect whether the vacation day will be granted; seniority rules will apply.
- E. When an employee uses an earned vacation day, that day will be recognized as a day worked toward his or her work week. This Officer will not be penalized or required to work to reduce overtime for taking a vacation day, Articles 16 and 17 do not apply during use of vacation.
- F. Vacation time may be carried over from year to year. If vacation is used, it will be paid at the contract rate of pay in effect when used (less shift differentials and Fringe Benefits). If vacation is cashed in, it will be paid at the contract rate in effect when earned. Employees may take part of their vacation as time off and cash in part of their earned vacation time. When vacation is used or cashed in, days earned first will be charged off first.
- G. Vacation time earned but not used or cashed in with one contractor in accordance with paragraph F, shall be carried over to any subsequent contractor.
- H. If "fair share" fringe calculation is used, eligible employees are not deducted for vacation time off and are considered to have met their required working hours. If an hourly accumulation of fringe is used, employees will not earn fringe during vacation time off.
- I. Cash payments for cashed in vacation time will be made on the regular pay day following the employee's anniversary date, provided the employee has requested such 30 days in advance.
- J. Vacation time-off. The Company will make every attempt to provide time off as requested by employees and shall provide a written notice of denial citing the reason(s) that vacation cannot be authorized, if applicable.
- K. If an employee leaves the employment of the Company due to termination for just cause, the employee forfeits any vacation time that would have been earned during the current employee year.
- L. An officer who "calls off" for illness or other reason, who has no sick leave available will be subject to discipline unless a doctor's note is provided.

## ARTICLE-22 SICK LEAVE

Full time employees will receive their currently due sick leave on January 27<sup>th</sup>, 2007. On April 1, 2007, all full time employees will receive a one-time adjustment to accrued sick leave for the period January 28<sup>th</sup>, 2007 through March 31, 2007. This adjustment will be based on number of years completed service as of April 1, 2007. Fractional years will not count for this adjustment. The adjustment will be made as follows:

COMPLETE YEARS OF SERVICE	ADJUSTMENT ON APRIL 1, 2007
< 3 YEARS	8.00 HOURS
< 6 YEARS	10.66 HOURS
> 7 OR MORE YEARS	13.32 HOURS

The purpose of this adjustment is to convert all full time employees to monthly sick leave accrual.

Section 1. After April 1, 2007, all full time employees will earn sick leave as follows:

COMPLETE YEARS OF SERVICE	MONTHLY SICK LEAVE ACCRUED
< 3 YEARS	4.00 HOURS (48 hours per year)
< 6 COMPLETE YEARS	5.33 HOURS (64 hours per year)
> 7 OR MORE YEARS	6.66 HOURS (80 hours per year)

Note: For clarification, an employee begins to accrue 5.33 hours sick leave per month after reaching the third anniversary of their hire date. They accrue 5.33 hours after reaching their 6<sup>th</sup> anniversary date. After reaching their 7<sup>th</sup> anniversary date they accrue 6.66 hours.

**Section 2.** Employees calling in sick will do so at least two (2) hours in advance of the start of their shift, they must call in to the shift supervisor, Project Manager or Post Captain (phone messages are not acceptable). Anyone other than the Officer calling in will not be accepted unless the officer is incapacitated by injury or some other emergency circumstances exist.

**Section 3.** Employees may carry over their sick leave from year to year. If sick leave is used, it will be paid at the contract rate of pay in effect when used (less shift differentials and Fringe Benefits). If sick leave is cashed in, it will be paid at the contract rate in effect when earned. With 30 days notice, employees may cash in accrued sick leave on their anniversary dates, but must maintain at least 6 days sick leave after cashing in. When sick leave is used or cashed in, days earned first will be charged off first. Sick leave may be taken in 4 hour increments, if used for appointments, subject to management approval.

**Section 4.** Accrued sick leave will be carried over between contractors.

**Section 5:** If an employee leaves the Company for any reason the employee will be paid accrued sick leave as part of the employee's final pay on a full month prorated basis. (For example, if an employee resigns on December 15<sup>th</sup>, the employee will be paid for sick leave accrued through November 30<sup>th</sup>.)

**Section 6.** Accrued sick leave may be used as "personal leave" to avoid an unpaid status (other than during a suspension), however once used and paid the employee may not convert the time back to sick leave. Additionally, any absence for illness beyond accrued sick leave shall be unpaid absence; provided, however, that if the otherwise unpaid absence qualifies as FMLA leave, any available vacation, beyond sick leave must be used as all or part of any FMLA leave or absence. All unpaid absences are excusable with a doctor's note and will not be held against the officer for disciplinary actions. Unpaid absences due to other reasons will be handled on a case-by-case basis, and may result in disciplinary action.

**Section 7.** Provided sick leave is used for actual illness of the employee, there will be no restrictions made on any use of accrued sick leave, except what has been agreed upon in this Article.

**Section 8.** Any Officer sick more than (2) consecutive working days will be required to bring a doctor's excuse, upon returning to work. Any officer absent for illness for one day is required to provide a doctor's excuse upon returning to work if that officer has no sick leave remaining.

**Section 9.** An Officer on a 40- hour workweek will not be penalized (through plug-in) if he or she calls off for illness. Officers on a 32-hour workweek who call off are subject to Article 15 of this agreement until that Officer's worked hours and sick leave equal 40 hours.

**Section 10.** Once an officer has used all sick leave available, any further unscheduled absences will be subject to discipline, unless a doctor's note is provided.

## ARTICLE-23 HOLIDAYS

**Section 1. Holidays.** All full time employees are eligible for (8) eight hours holiday pay, which will be paid at the contract's base hourly rate for the contract year, less shift differentials and fringe benefits. Part time employees will be paid on a prorated basis based on the hours worked the previous week (hours worked previous week times 0.2).

### Holidays recognized are the following:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Section 2.** Employees on new hire training do not receive holiday pay for holidays occurring within their training continuum, nor do they receive time-and-one half rate of pay for training conducted on a holiday.

**Section 3.** If a holiday falls on an employee's scheduled vacation period, that day will be considered vacation time, but the employee shall be paid holiday pay for that day in addition to vacation pay.

**Section 4.** Employees who do not work a holiday must work their last scheduled work day prior to holiday and their first scheduled workday following the holiday, unless on approved leave or the absence is excused by the Company and/or by a doctor's excuse.

**Section 5.** Employees who work a holiday will be paid at time and one-half (1 1/2) their regular rate of pay (including shift differentials, but excluding fringe benefits at time and one half) for each hour worked on the holiday. They shall also receive 8 hours of holiday pay, which will be paid at the contract's base hourly rate less shift differentials and fringe benefits.

**Section 6.** If an employee is scheduled to work a holiday and calls off, that employee is not entitled to the 8 hours holiday pay, unless the call off is within the guidelines of Section 4 of this Article.

## ARTICLE-24 ABSENCES

**Section 1.** Absence is defined as being absent from work when scheduled. Absences for illness will be excused (and sick leave used) as long as 2 hours notice is provided to the Company. Employees should notify the company as far in advance as possible.

**Section 2.** Absence occurs when an Officer fails to report that he will be absent at least 2 hours before the commencement of his/her shift. A verifiable emergency (accident, illness of spouse, child or member of his/her immediate family supported by doctor note) shall abrogate the 2 hour requirement.

**Section 3.** A "no call, no show" absence occurs when an Officer fails to "call off" or report that he/she will be late prior to his/her shift commencement (including muster). If an officer shows up within 15 minutes of the start of their shift, this will be taken into consideration during the disciplinary process.

**Section 4. Tardiness:** A tardy occurs when an Officer fails to report for work at the appointed time (including muster) and up to 15 minutes beyond. If an Officer anticipates that he will be "tardy" he/she must call in prior to the commencement of his/her shift (including muster time). If an Officer fails to call in prior to the commencement of muster, the Officer must verify that he/she has been involved in a delay in route to work due to no fault of his/her own (accident, severe weather conditions blocked roads, traffic delays etc.). If an Officer has more than one tardy in a 60 day period, the Officer may

receive a **written warning** (depending upon the circumstances). If an Officer has a third tardy during a 60 day period, the Officer may be suspended for 1-3 days with out pay as determined by the Company. If an Officer was previously suspended due to frequent tardiness he/she may be placed on performance probation or terminated (depending on circumstances involved). Imposition of suspension for the tardiness is at discretion of the Project Manager and his/her determination of the circumstances involved.

**Section 5. Other Absences:** Absences due to incarceration, arrest, or other employee misconduct are not excused and may be considered by ICE to be adverse and lead to revocation of the Officer's clearance. Absences for "personal convenience" may be granted under unusual circumstances (see Article 27).

- A. **Excessive Absences:** Excessive absences occur when an Officer calls off frequently. "Frequently" is defined as more than once per month for "car trouble", "awakened late" and thus was tardy more than 15 minutes after muster, other such avoidable reasons that could have been prevented by appropriate planning and forethought. Non-excusable excessive absences may result in disciplinary procedures up to and including termination.

## **ARTICLE-25 JURY DUTY**

**Section 1.** All full time employees with one or more years of service will be reimbursed up to (15) fifteen working days in any calendar year for any loss of income during their otherwise regularly scheduled workweek for the time spent on jury service using the contract's base hourly rate (excluding shift differentials and fringe benefits)

- A. Any jury fees the employee receives shall offset said reimbursement and the employee will not be reimbursed until the jury duty payment record is provided. The employee must inform their supervisor immediately upon receiving a notice to report for jury service. (Immediately is defined as the next working day following the date received.) The Company reserves the right to request an exemption when the Company determines that the employee's absence would create hardship to the government/ICE.
- B. Failure of an employee to notify management of a Jury Duty notice may result in non-payment of this benefit. The purpose for notification is to ensure no disruption of scheduled work and advance notice of an absence for Jury Duty is essential to this process.

**Note:** The Company will pay employees for days of "lost work" only. If an employee serves five days on Jury Duty and the employee was only scheduled to work three of the five days, the employee will be paid for three days. Employees will be paid up to the maximum of 5 days of absence for scheduled working days.

- C. Employees may use vacation time or sick leave to compensate for lost wages above their 15 day entitlement to avoid such loss.

## **ARTICLE – 26 BEREAVMENT LEAVE**

**Section 1.** All full time employees will be entitled to bereavement leave up to three (3) workdays per occurrence with pay (at the contractor's base hourly rate less shift differentials and fringe benefits) in the event of death of his or her spouse, parent, step parent, mother-in-law, father-in-law, child, grandchild, grandparents, grandparents-in-law, brother or sister. Employees must be attending the funeral, or be attending to family business and time to grieve their loss.

**Section 2.** If the funeral occurs out of state, the employee shall be entitled to (5) five days of paid bereavement leave upon submission of verifiable proof of attendance at the funeral. Bereavement pay is payable only for workdays missed due to bereavement. That is, if an employee suffers a death to any of the individuals listed in **Section 1**, and the employee is not scheduled to work, no bereavement will be due to the employee.

- A. In the event of death to an employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law, a paid bereavement day for the funeral will be given provided the officer attends the funeral.

**Section 3.** An employee's immediate supervisor will make every effort to give the employee additional days off, as needed utilizing vacation, sick leave, or excused absence days.

## ARTICLE - 27 LEAVE WITHOUT PAY

**Section 1.** Any employee desiring a leave of absence without pay (other than military active duty and Family Medical Leave Act) must secure permission in writing from the Company with a copy to the Union. Employees on approved leave of absence will retain seniority rights. The Company may, in its sole discretion, grant leave of absence up to (90) days. Extensions beyond (90) days will be granted on a case-by-case basis. Leave without pay shall not be granted for pursuing other employment, unless approved by the Company for employment with INS (DHS). Employees on unpaid leave may not obtain employment with another employer, including themselves, or otherwise engage in conduct inconsistent with employment with the Company. Violations of this provision will result in immediate termination for cause.

**Section 2.** The Company will not be responsible for paying insurance benefits, or continuing an employee in a Company provided insurance plan, for employees granted leave without pay. Additionally, any vacation and/or sick leave time accrued shall be used prior to the commencement of leave without pay. If the Company is providing an insurance plan, employees must make their insurance payment directly to the Company by the 26<sup>th</sup> day of each month to continue insurance coverage the following month.

## ARTICLE-28 FAMILY MEDICAL LEAVE ACT

**Section 1.** The Company will provide unpaid FMLA leave to qualified employees for qualifying reasons in accordance with the Family Leave Act of 1993. All absences which qualify for FMLA are to be designated as such regardless of the employee's wishes otherwise.

**Section 2.** A qualified employee is one who has worked for the Company, or its successor, for a least 12 months, and has worked at least 1250 hours in the 12-month period preceding the start of any FMLA leave. The (12) month period for determining FMLA availability and use application shall be a rolling (12) month period measured from the initial date FMLA is taken.

**Section 3.** Employees on, or seeking, FMLA shall be required to provide initial certification for the need of leave 15 days in advance of the start of the leave and re-certify each 30 days thereafter.

a. If an employee fails to seek or request FMLA leave, but the Company learns that the absence otherwise appears to qualify for FMLA leave, the Company shall inform the employee and require certification of the nature of the absence within 15 days.

b. If, for any reason, the Company questions or disputes the certification in any way, at the Company's expense the employee will be required to obtain a second opinion from a second health care provider designated by the Company. If the opinions differ, and the Company desires, the Company may require a third opinion by a health care provider mutually agreed to by the employee and the Company. The third opinion will be binding on the Company.

c. If the FMLA leave is for a reason other than the serious health condition of the employee, e.g, childbirth or adoption, serious health condition of a qualifying family member, etc., certification for the need for leave must be provided, including a statement from the treating health care provider that the employee's absence from work is necessary for the care of the individual, or will assist in their recovery, and a date upon which the assistance will no longer be needed.

**Section 4.** Employees will be required to use any available vacation and sick leave as all or part of the FMLA leave. Responsibility for payment of continuing health or pension benefits rests within the Union in accordance with its by-laws and is not the responsibility of the Company, nor will it result in any additional compensation accruing to the Union from the Company. FMLA shall not be used as time off to secure additional or different employment. If the Company is providing an insurance plan, employees must make their insurance payment directly to the Company by the 26<sup>th</sup> day of each month to continue insurance coverage the following month.

**Section 5.** FMLA will apply to all qualifying absences/leaves including those resulting from work place injuries. FMLA leave will run concurrent with any workers compensation leave; provided, however that while on paid workers compensation leave, available sick leave or vacation will not be used, but will be applied to any unpaid portion.

**Section 6.** Employees are required to present a return to duty release at the conclusion of any FMLA leave.

**Section 7.** Employees who fail to return to work duties at the end of FMLA leave will be discharged unless, prior to the expiration of FMLA leave, the employee requests and is approved for additional leave beyond FMLA leave, but in no case will the combined FMLA and other leave be more than 120 days, and employees failing to return to work after such leave will be separated and lose seniority.

## **ARTICLE- 29 MILITARY LEAVE**

**Section 1.** Officers who are called to active duty are entitled to immediate reemployment once they are discharged or their term of active duty ends.

- a. The ending date of the leave and the date on which the employee is to report to work, shall be considered to be reached upon expiration of any "terminal leave" granted to the employee by the Armed Forces.
- b. For Officers who are absent more than 30 days, or such period determined by ICE, immediate reemployment will be delayed by the time required to process the Officer's security clearance. The Company shall request that ICE grant an immediate waiver for these individuals, however the Company shall not be held liable for "lost wages" should the waiver not be granted. The Officer involved is required to keep the Company apprised of any change to the anticipated work return date.
- c. Employees are required to provide immediate notice to the Company and Union whenever the employee learns of the need for military leave and a copy of the orders as soon as they are available.
- d. Employees who are absent more than two weeks or who have their service requirements extended without notice must notify the Company and the Union at least 7 days prior to desiring to return to work in order to ensure proper scheduling, provided the employee is immediately assignable by ICE.

**Section 2.** A part time Officer who is promoted to full time to cover the absence of an Officer recalled to active duty may be demoted to part time upon the Officers' return. The Officer "demoted" back to part time shall be the most recent officer promoted to full time during the called to active duty period.

**Section 3.** All Officers out of work due to military leave shall retain all seniority rights.

## **ARTICLE- 30 WORKER'S COMPENSATION**

**Section 1.** Any employee that sustains an injury or illness arising out of, or in the course of employment is entitled to the benefits outlined in the New York State Worker's Compensation Law (NYSWCL).

**Section 2.** If an employee suffers an injury on the job, the employee shall immediately notify his or her shift supervisor. The supervisor shall initiate an injury report and take the appropriate actions to have the Officer treated, if the injury requires treatment. The supervisor shall immediately notify the corporate chain of command of any injuries that requires the Officer's removal from duty on shift. If an employee seeks treatment for a job-related injury or illness (other than immediate emergency treatment) the employee is required to report to the Company's locally designated physician.

**Section 3.** An employee will retain all seniority rights while out of work on Worker's Compensation. However, the officer's continued entitlement to fringe benefits/health insurance will be determined by the Union at no additional expense to the Company.

**Section 4.** An employee out of work due to an injury while on the job may be terminated at the Company and Union's discretion.

**Section 5.** To the extent that an absence due to a workplace injury would otherwise qualify under for FMLA leave, FMLA leave will apply and run concurrent with any workers compensation leave. Use of paid sick leave or vacation will not be required during any portion of paid workers compensation leave, however, accrued sick leave and/or vacation will be used for any unpaid portion of workers' compensation leave.

**Section 6.** Employees out on Worker's Compensation retain their fringe benefits for up to one year. No additional expense will accrue to the Company for this provision.

### **ARTICLE-31 DISABILITY**

**Section 1.** Employees who become disabled by a non- occupational injury or illness are entitled to the benefits outlined in the New York State Disability Benefits Law (NYSDBL).

**Section 2.** An employee will retain all seniority rights while out on NYS Disability. However, the officer's continued entitlement to fringe benefits/health insurance will be determined by the Union at no additional expense to the Company.

**Section 3.** All available FMLA leave, sick leave, and vacation will be used as all or part of any disability leave to the greatest extent allowed under NYSDBL. An employee out of work due to disability may be terminated at the Company and Union's discretion.

**Section 4:** Employees will retain their fringe benefits for up to three months if out on disability. No additional expense will accrue to the Company for this provision.

### **ARTICLE- 32 PHYSICAL EXAMINATION/ DRUG SCREENING**

**Section 1.** Officers are required to obtain a physical examination including drug testing, at the Company's expense on the following occasions:

- Initial hiring
- Annually
- When directed by the Company for fitness of duty.
- Following an on-the-job injury.
- As part of a random test group.

**Section 2.** In addition to the above, Officers are required to undergo drug testing, at the Company's expense on the following occasions: random, for cause, following an on the job injury or an incident that results in injury to another or damage to property, as required by ICE.

### **ARTICLE-33 PERSONAL FILE**

**Section 1.** An employee shall, within 10 calendar days of a written request to his/her management, have an opportunity to review his/her official personal file in the presence of a Union steward (if requested by the employee), and a company representative, between the hours of 8 AM and 3 PM, Monday through Friday. Such right shall not be abused. Employees shall be allowed to place in their file a response of reasonable length to anything contained therein that the employee deems to be adverse.

**Section 2.** An employee, at anytime can request and be provided copies of all documents, notations, and file notes in his/her personal file, subject to a 25 cent-per-page reproduction charge. Requests for copies will be made to the PM/PC only.

**Section 3.** No disciplinary documentation shall be placed in an employee's file without being in compliance with ARTICLE 9. All disciplinary documentation, other than file notes, shall be viewed and signed by the employee prior to the documentation being placed in their file.

### **ARTICLE-34 ACKNOWLEDGMENT SIGNATURES BY EMPLOYEES**

**Section 1.** Employees are required to acknowledge by their signature any document that is used to notify them of disciplinary actions, performance evaluations, etc. The signature applied may not imply agreement with the contents of the document, only that the individual is aware of the document.

**Section 2.** Forms or documents that indicate agreement/understanding are required to be signed by employee, unless such signature would be contrary to the Officer's self-interest. Commonly used documents that require signatures are payroll



information forms, various custody forms for equipment, uniforms, probation assignment, disciplinary action acknowledgments, and others.

### **ARTICLE-35 NO STRIKE AND NO LOCKOUT**

**Section 1.** During the term of this agreement, the Union shall not authorize, cause, engage in sanction, or assist in any work stoppage, work slow down, strike, or refusal to work in concert against the company, client or government INS (DHS).

- A. In the event that any employee or employees shall call, cause, engage in, sanction, or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the Company, the Union and its officers and representatives agree to the following:
  - (1) That the Company may take disciplinary action it deems appropriate against such employee or employees, including discharge.
  - (2) That each of them jointly and severally will immediately disavow and refuse to recognize any picket line or lines established as a result of said unauthorized work stoppage, strike, or refusal to work against the company. That each of them jointly and severally will instruct employees not to respect or recognize any said picket line or lines, and in addition will do everything within their respective powers to secure the immediate disestablished or disbanding of any said picket line or lines.
- B. In the event any employee shall call, engage in, sanction or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the Company, the Company agrees that it will not file or process an action for damages arising out of said work stoppage, strike, or refusal to work in concert against the Union, its officers or representatives, provided these individuals have performed their obligations and responsibilities as set forth in this section.
- C. Nothing in Section A above shall preclude any right to which the Company may be entitled to secure legal or other redress from persons or party who has caused damage or injury to, or loss of Company property or government property. Nor does the Company cede any rights in this regard to which it may be entitled.

**Section 2.** During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

### **ARTICLE-36 NONDISCRIMINATION**

**Section 1.** Both parties are not to discriminate in any manner against any individual because of race, color, religion, sex, age, national origin, ancestry, handicap, Union activity, or veteran status, nor will they limit, classify, segregate, or withhold an employment opportunity from any person because of the above status. It is understood and agreed that the provisions of applicable federal and state laws governing non-discrimination are incorporated herein, including, without limitation, those laws prohibiting discrimination on the basis of race, color, creed, national origin, sex, age, religion, disability or veterans status, and as such any claim by any employee covered by this collective bargaining agreement alleging discrimination shall be resolved through the grievance and arbitration procedure of this Agreement, or through the court system, but not both.

### **ARTICLE -37 CONTRACT TURNOVER**

**Section 1.** The outgoing contractor agrees to coordinate with the incoming contractor to provide all personnel and training records, vacation, PPLD, and sick leave records, retained government required records and any such other records that are considered nonproprietary.

**Section 2.** The incoming contractor shall be responsible for payment of all accrued sick leave, vacation on the books as of the contract end/start dates. The outgoing contractor shall not pay employees for this accrued time, which would in effect deprive said employees of time off during the incoming contractor's first year of service. All accrued time off shall carry over between contractors.

## **ARTICLE-38 TRANSFER OF COMPANY TITLE OR INTEREST**

**Section 1.** This Agreement shall be binding upon the parties hereto their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. This Article understands that the parties hereto shall not use any leasing device to a third party to evade this contract. The employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be given in writing with a copy to the Union not later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

## **ARTICLE-39 SEVERABILITY**

**Section 1.** In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court to be unenforceable, the remainder of provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

## **ARTICLE-40 CBA AMENDMENTS**

**Section 1.** The Company and Union agree that any Amendments to this contract can only be finalized between the CEO, GM or PM (if authorized in writing by the Company) of Asset Protection & Security Services, LP, and the Service Employees International Union Business Representative. The Chief Union Steward, alone, does not have the authority to agree upon any changes to the contents of this Agreement unless designated in writing by the Union Business Representative. Section 3B of Article 2 also pertains.

**Section 2.** The Union and its membership will abide by, and provide a copy to the Company of, its by-laws within 30 days of the signing of this Agreement.

**Section 3.** The Union agrees that the Company's Employee Handbook is an expression of the Company's management philosophy and that it is intended to inform employees of Company Policies, Rules and Regulations, and is therefore required reading by all employees. It is understood that if any article contained in the Company's Employee Handbook is in conflict with this Agreement, this Agreement shall prevail.

## **ARTICLE-41 COPE**

Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose. A Union member may withdraw their authorization at any time, provided the employee notifies the employer in writing of this withdrawal, with a copy to the Union.

## **ARTICLE-42 TERM OF THE AGREEMENT**

**Section 1.** This Agreement is the result of arm's length negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligation for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect from 1 April 2007 through 31 March 2010. It shall extend automatically at one year intervals thereafter unless one of the parties files notice in writing of its desire to modify this Agreement at least 90 days prior to its ending date.

**Section 2.** It is understood that the effective date for any pay or benefit increase mentioned in this Agreement shall be the effective date that such is accepted by the Government.

ARTICLE-42 TERM OF THE AGREEMENT

Section 1. This Agreement is the result of arm's length negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligation for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect from 1 April 2007 through 31 March 2010. It shall extend automatically at one year intervals thereafter unless one of the parties files notice in writing of its desire to modify this Agreement at least 90 days prior to its ending date.

Section 2. It is understood that the effective date for any pay or benefit increase mentioned in this Agreement shall be the effective date that such is accepted by the Government.

IN WITNESS HEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principles and hereto affix their hand and seal.

Executed this 19th day of March 2007.

For the Union

For the Company

Carl A. Most  
PRINTED NAME/TITLE

Charles S. Mandel  
CHARLES S. MANDEL, PRESIDENT/CEO

Carl A. Most  
SIGNATURE

[Signature]  
SIGNATURE

Jerry Davis  
PRINTED NAME/TITLE

[Signature] 3/19/07  
RONALD E. GATES, GENERAL MANAGER

Jerry Davis  
SIGNATURE

SIGNATURE

PRINTED NAME/TITLE

SIGNATURE

**APPENDIX A**

**WAGE TABLES**

**CONTRACT PAY RATES FOR BASE HOURLY RATES#, TRAINING\*, VACATION\*, SICK LEAVE\* , JURY DUTY\*, BEREAVEMENT\* NEW HIRE (PRE ENTRY ON DUTY (EOD)) PAY\*\***

Effective April 1, 2007

Complete Yrs Service	0-3	4-6	7-9	10-12	13-15	16-18	19-21
Officers	24.65	25.40	26.15	26.90	27.65	28.40	29.15
Supervisors	28.90	29.65	30.40	31.15	31.90	32.65	33.40
New Hire (Pre-EOD) Training Pay Rate			16.22				

Effective April 1, 2008 (3% increase)

Complete Yrs Service	0-3	4-6	7-9	10-12	13-15	16-18	19-21
Officers	25.39	26.14	26.89	27.64	28.39	29.14	29.89
Supervisors	29.64	30.39	31.14	31.89	32.64	33.39	34.14
New Hire (Pre-EOD) Training Pay Rate			16.70				

Effective April 1, 2009 (3% increase)

Complete Yrs Service	0-3	4-6	7-9	10-12	13-15	16-18	19-21
Officers	26.15	26.90	27.65	28.40	29.15	29.90	30.65
Supervisors	30.40	31.15	31.90	32.65	33.40	34.14	34.90
New Hire (Pre-EOD) Training Pay Rate			17.20				

# An officer earns the higher rate of pay (75 cent seniority pay) after completion of each 3 years of service. On the 1<sup>st</sup> day of the 4<sup>th</sup>, 7<sup>th</sup>, 10<sup>th</sup>, etc, years of service the increase is effective.

\* If fair share fringe calculation is used, no fringe benefits are payable for annual training, vacation, sick leave, holiday, jury duty or bereavement leave. No shift differential pay is payable for annual training pay, vacation pay, sick leave pay, jury duty pay, or bereavement pay.

\*\* New hire trainees do not earn fringe benefit during their new hire training period. Part time employees do not earn fringe benefits.

**APPENDIX – B**

**SHIFT DIFFERENTIAL**

All employees covered by this agreement will receive shift differential while working the following tours.

A- TOUR (graveyard shift) will receive \$.40 per hour on top of their regular hourly rate.

C- TOUR (swing shift) will receive \$.40 per hour on top of their regular hourly rate.

Any employee who comes in to work early or holds over on A-tour or C-tour will be paid the shift differential at the above rate per hour worked on the A-tour or C-tour.

Employees who work the 0500-1330 this shift will be considered B-tour. An employee who comes in to work early or holds over will receive the differential per hour worked on A-tour or C-tour.

Employees who work 1300-2130 this shift will be considered C-tour and will receive the above rate per hour.

The Kitchen 1 and Corridor Posts receive 4 hours shift differential per shift worked.

Shift differential is not payable for training hours, or vacation or sick leave hours; or for vacation and sick leave taken as time off; or for Jury Duty or Bereavement leave; it is only payable when hours are actually worked.

**APPENDIX – C**

**FRINGE BENEFITS**

Section 1. The Fringe Benefit consists of an hourly allowance for Health and Welfare and a Pension Benefit amount. An officer may elect to apply all or part of his/her fringe benefit to Health and Welfare (Medical) plans or to a Pension Plan.

Section 2. The fringe benefit is earned through working productive post hours. Productive post hours are defined as hours spent working on an authorized post at the facility, not including "guard mount" time. Fringe benefit is not earned during training, vacation, sick leave, bereavement or jury duty taken as time off or for vacation or sick leave "cashed in".

Section 3. The fringe benefit is payable to those officers who work a bid schedule classified as "full time".

Section 4. Part Time Worker Fringe Benefits. If the Union elects, part time workers may receive pro-rated "fair share" amount, or no fringe benefits. The part time fringe benefit rate calculation method, if elected by the Union, shall be the same as the method elected for full time officers and shall continue for a period of at least twelve (12) months, unless mutually agreed by both parties for a lesser period.

A. If part time workers are granted fringe benefits by the Union, the part time workers will receive a prorated/fractional share decided by the Union.

Note: Regardless of the Union's election to include or exclude Part Time employees from fringe benefit distribution, the Company will not be held liable for any payments to the Union's Health Benefits Program beyond the sum of the hourly rate times productive post hours.

Section 5. Employees receiving the fringe benefit may elect to have part or all of their benefit distributed to an individual retirement account provided by the Union or the Company. The Union or Company will be responsible for making said distributions.

Section 6. The Company agrees to provide the Union with a monthly roster of all employees by classification (custody or supervisory custody) and by full and part time classification. The Union is responsible for making the distribution of fringe benefits to their members' accounts.

Section 7. Hourly fringe rate per year of the agreement:

**EFFECTIVE:**

APRIL 1, 2007	\$5.28
APRIL 1, 2008	\$5.28
APRIL 1, 2009	\$5.28
APRIL 1, 2010	\$5.28 plus 10% or the Wage Determination Rate whichever is higher

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 07/25/2006	4. REQUISITION/PURCHASE REQ. NO.	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) Immigration & Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0097418280000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002	
		10B. DATED (SEE ITEM 11) 01/03/2003	

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

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

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

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

<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 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: 74-2563643  
DUNS Number: 009741828  
This modification to the contract is issued to incorporate the increase in the Department of Labor Wage Determination CBA-2005-2774 dated February 21, 2005 which incorporates the collective Bargaining Agreement between Asset Protection & Security Services, and the Service Employees International Union AFL-CIO, Local 200 United dated January 27, 2004 through March 31, 2007. This adjustment is effective April 01, 2006.

Replace Attachment NO. 1 (Department of Labor Wage Determination 1999-0548) with the new Attachment No. 1 (Department of Labor Wage Determination CBA-2005-2774) remains the same.  
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) 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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/P00012

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>(1) CHANGE LINE UNIT PRICE: 3001 BFDF PRODUCTIVE MAN-HOURS</p> <p>Unit Price From: \$ (b)(4) TO \$ (b)(4)</p> <p>(2) CHANGE LINE ITEM UNIT PRICE: 3002 SUPERVISORY PRODUCTIVE MAN-HOURS</p> <p>Unit Price changed from \$ (b)(4) to \$ (b)(4)</p> <p>All other terms and conditions remain the same. Period of Performance: 04/01/2005 to 03/31/2008</p>				



**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 3

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 09/25/2007	2. CONTRACT NO. (If any) ACB3C0002	6. SHIP TO:	
3. ORDER NO. HSCEDM-08-J-00040		a. NAME OF CONSIGNEE DEPT OF HOMELAND SECURITY	
4. REQUISITION/REFERENCE NO. DRO-08-RQ1040		b. STREET ADDRESS BUFFALO FEDERAL DETENTION FACILITY 4250 Federal Drive	

5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		c. CITY Batavia	d. STATE NY	e. ZIP CODE 14020
7. TO:		f. SHIP VIA		

a. NAME OF CONTRACTOR ASSET PROTECTION SECURITY SERVICES LP		8. TYPE OF ORDER		
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 5502 BURNHAM DRIVE		REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY CORPUS CHRISTI		e. STATE TX	f. ZIP CODE 784135129	

9. ACCOUNTING AND APPROPRIATION DATA	10. REQUISITIONING OFFICE DRO-BATAVIA
--------------------------------------	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS b2Low
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 74-2563643 DUNS Number: 009741828 Task order for continuation of services in FY 08. The following clause is incorporated:  FAR 52.232-19 Availability of Funds for Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)  17(i) GRAND TOTAL	
	21. MAIL INVOICE TO:							
	a. NAME DEPT OF HOMELAND SECURITY							\$0.00
	b. STREET ADDRESS (or P.O. Box) BUFFALO FEDERAL DETENTION FACILITY attn: Martin Herron 4250 Federal Drive							
c. CITY Batavia		d. STATE NY	e. ZIP CODE 14020				\$0.00	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) James D. Adams TITLE: CONTRACTING/ORDERING OFFICER
--	---



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

3 3

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
09/25/2007

CONTRACT NO.  
ACB3C0002

ORDER NO.  
HSCEDM-08-J-00040

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>via fax or email (paul.previch@dhs.gov) for approval and to be submitted for payment.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 12/17/2007	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) 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	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0097418280000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002 HSCEDM-08-J-00040	
		10B. DATED (SEE ITEM 11) 12/17/2007	

**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: \$1,590,000.00  
See Schedule

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

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

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 009741828  
The purpose of this modification is to provide funds for November 2007 for guard services at Batavia. The following clause applies:

FAR 52.232-19 Availability of Funds for the Next Fiscal Year: Funds are not presently available for performance under this contract beyond November 30, 2007. 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 November 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of 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  (Signature of person authorized to sign)	15C. DATE SIGNED
15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 19 Dec 07

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/HSCEDM-08-J-00040/P00001

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>availability, to be confirmed in writing by the Contracting Officer. Delivery: 30 Days After Award Discount Terms: (b)(2)Low Delivery Location Code: BAT DEPT OF HOMELAND SECURITY BUFFALO FEDERAL DETENTION FACILITY 4250 Federal Drive Batavia NY 14020</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 03/31/2008</p> <p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p> <p>CUSTODY OFFICERS: Requisition No: DRO-08-RQ1040, FBV080002</p> <p>Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Accounting Info: (b)(2)Low</p> <p>Funded: \$ (b)(4)</p>	28805	HR	(b)(4)	(b)(4)
4002	<p>Change Item 4002 to read as follows (amount shown is the obligated amount):</p> <p>SPVRSY OFFICERS: Requisition No: DRO-08-RQ1040, FBV080002</p> <p>Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Accounting Info: (b)(2)Low</p> <p>Funded: \$ (b)(4) Procurement POC: Paul Previch 202-353-4019</p> <p>Program POC: Martin Herron 585-344-5119</p> <p>Please submit all invoices to the program POC at the address given on the delivery order to be certified as services received as documented. The invoice shall then be forwarded to the attention</p> <p>Continued ...</p>	4309.1572	HR		b4

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/HSCEDM-08-J-00040/P00001

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	of Paul Preovich via fax or email (paul.preovich@dhs.gov) for approval and to be submitted for payment.				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 02/15/2008	4. REQUISITION/PURCHASE REQ. NO. FBV080002.2	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 0097418280000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002 HSCEDM-08-J-00 040	
		10B. DATED (SEE ITEM 11) 09/25/2007	

**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: \$9,831,405.60  
See Schedule

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

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

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 009741828

Program POC: Todd Tryon b2Low

Procurement POC: Paul Preovich b2Low

The purpose of this modification is to adding funding to the contract through September 30, 2008.

All other terms and conditions remain the same.

Delivery: 30 Days After Award

Discount Terms:

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	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer) James D. Adams
15C. DATE SIGNED	16C. DATE SIGNED 19 Feb 08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACB3C0002/HSCEDM-08-J-00040/P00002

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p style="text-align: center;">b2Low</p> <p>Delivery Location Code: BAT                      DEPT OF HOMELAND SECURITY                      BUFFALO FEDERAL DETENTION FACILITY                      4250 Federal Drive                      Batavia NY 14020</p> <p>Accounting Info:</p> <p style="text-align: center;">(b)(2)Low</p> <p>FOB: Destination                      Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Add Item 0001 as follows:</p> <p>GUARD SVC AT BTW</p> <p>Custody Officers \$ (b)(4) /hr                      Supervisory Officers \$ (b)(4) /hr</p> <p>Please submit all invoices to the program POC at the address given on the delivery order to be certified as services received as documented. The invoice shall then be forwarded to the attention of Paul Previch via fax or email (paul.previch@dhs.gov) for approval and to be submitted for payment.</p>	1	LO	(b)(4)	(b)(4)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 04/01/2008	4. REQUISITION/PURCHASE REQ. NO. FBV080002.3	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 0097418280000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB3C0002 HSCEDM-08-J-00040	
		10B. DATED (SEE ITEM 11) 09/25/2007	

**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: \$152,523.12  
See Schedule

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

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

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 009741828

Program POC: Todd Tryon b2Low

Procurement POC: Paul Preovich b2Low

The purpose of this modification is to fund the rate adjustment effective 4/1/2008 that was incorporated in modification 22 of ACB-3-C-0002.

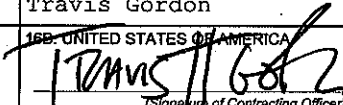
All other terms and conditions remain the same.

Delivery: 30 Days After Award

Discount Terms:

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) Travis Gordon
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 19 MARCH 08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/HSCEDM-08-J-00040/P00003

PAGE OF  
2 4

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b2Low</p> <p>Delivery Location Code: BAT DEPT OF HOMELAND SECURITY BUFFALO FEDERAL DETENTION FACILITY 4250 Federal Drive Batavia NY 14020</p> <p>Accounting Info:</p> <p>(b)(2)Low</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Add Item 0002 as follows:</p>				
0002	<p>CLIN 4001 Detention Officers Hourly Rate Increase from \$ (b)(4) to \$ (b)(4) /hr</p> <p>Add Item 0003 as follows:</p>	08280	HR	(b)(4)	(b)(4)
0003	<p>CLIN 4002: Supervisor Officer Hourly Rate Increase from \$ (b)(4) to \$ (b)(4) per hour</p> <p>Please submit all invoices until 5/27/2008 to the program POC at the address given on the delivery order to be certified as services received as documented. The invoice shall then be forwarded to the attention of Paul Previch via fax or email (paul.previch@dhs.gov) for approval and to be submitted for payment.</p> <p>Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 05/27/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: DRO invoice</p> <p>Continued ...</p>	8736	HR	(b)(4)	(b)(4)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACB3C0002/HSCEDM-08-J-00040/P00003

PAGE OF  
3 4

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact &amp; # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 05/27/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice. Please send an additional copy of the invoice to ICEOCIOITSRACQ@DHS.GOV.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor;</li> <li>(ii) Invoice date and number;</li> <li>(iii) Contract number, contract line item number and, if applicable, the order number;</li> <li>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vi) Terms of any discount for prompt payment offered;</li> <li>(vii) Name and address of official to whom payment is to be sent;</li> <li>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</li> <li>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</li> <li>(x) Electronic funds transfer (EFT) banking information.</li> </ul> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACB3C0002/HSCEDM-08-J-00040/P00003

PAGE OF  
 4 4

NAME OF OFFEROR OR CONTRACTOR  
 ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p>				