

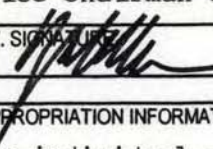
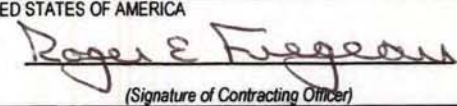
SOLICITATION, OFFER, AND AWARD		THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES A-1 through M-3	
2. CONTRACT NUMBER ACB-4-C-0001		3. SOLICITATION NUMBER ACB-3-R-0028		4. TYPE of SOLICITATION SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2/21/2003	
6. REQUISITION/PURCHASE NUMBER DRO-3M-RQ0036		7. ISSUED BY US Immigration & Naturalization Svc 70 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 hand carried, in the depository located in <u>South Burlington</u> until <u>4:30 p.m.</u> local time <u>3/25/2003</u> (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: Peter M. Dietrich		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 802-872- [REDACTED] (b)(2)		C. EMAIL ADDRESS [REDACTED]	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	8
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X	E	INSPECTION AND ACCEPTANCE	1	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE	3	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	12
X	G	CONTRACT ADMINISTRATION DATA	2	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	10
X	H	SPECIAL CONTRACT REQUIREMENTS	3	X	M	EVALUATION FACTORS FOR AWARD	3
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 <u>60</u> calendar days (60 calendar days unless a different period is set by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors And related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR WCC One Park Place, Suite 700 621 NW 53rd Street Boca Raton, FL 33487		CODE		FACILITY CODE		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Wayne H. Calabrese Vice Chairman & President	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM <input type="checkbox"/> ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE 		18. OFFER DATE 3/13/03	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED All including Amend. 1 & 2		20. AMOUNT Est. [REDACTED]		21. ACCOUNTING AND APPROPRIATION INFORMATION To be cited on individual delivery 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) () (b)(4)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7) See Part I, Section G		CODE		PAYMENT WILL BE MADE BY See Part I, Section G		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) ROGER E. FREGEAU		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 7/11/03			

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SECTION B SUPPLIES OR SERVICES AND PRICES / COSTS

The Contractor shall provide non-personal services according to the contract's requirements, a secure existing residential facility, including all labor, materials and equipment necessary to operate and maintain a secure temporary residential care facility for an estimated maximum of 200 non-criminal adult females per day. Performance shall commence NOT LATER THAN OCTOBER 1, 2003. There is also a requirement, at the option of the Department of Homeland Security (DHS) - Immigration & Naturalization Service (INS) to provide care for an additional 50 female adults. If the option is exercised, DHS will provide a notice allowing for a maximum of 180 days before performance shall commence. All services are to be performed in one facility which shall be located within 100 miles of the Department of Homeland Security (DHS) Miami District Office located at 7880 Biscayn Blvd, Miami, FL 33138.

Fixed pricing shall include all management, supervision, facility operations, quality, scheduling, safety, medical and reporting requirements. Fixed pricing shall also include all wages, indirect costs, general and administrative costs and profit.

BASE PERIOD: DURATION OF THE BASE PERIOD IS ONE YEAR, COMMENCING ON October 1, 2003 - September 30, 2004.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	Guaranteed minimum [redacted] female adult detainees ([redacted] days)	[redacted] Mandays	[redacted]	[redacted]
0002	Estimated mandays in excess of guaranteed minimum [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
BLENDING RATE FOR [redacted] DETAINEES			[redacted]	
0003	Transportation from facility to various locations as required (estimated).	[redacted] Miles	[redacted]	[redacted]
0004	Detainee volunteer wages -	[redacted] Day/Detainee	[redacted]	[redacted]
0005	On-Call/Escort Services ([redacted] hours X [redacted] Escorts x [redacted] days)	[redacted] Hours	[redacted]	[redacted]
0006	OPTION-Expansion for additional [redacted] adult females. ([redacted] days)	[redacted] Mandays	[redacted]	[redacted]
TOTAL BLENDING RATE FOR [redacted] DETAINEES			[redacted]	
BASE PERIOD TOTAL ESTIMATED PRICE (EXCLUDING OPTION CLIN 0006)				[redacted]

(b)(4)

B-1

OPTION PERIOD ONE: DURATION OF OPTION PERIOD ONE IS ONE YEAR, COMMENCING
 October 1, 2004 - September 30, 2005.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1001	Guaranteed minimum 150 female adult detainees [REDACTED] days)	[REDACTED] Mandays	[REDACTED]	[REDACTED]
1002	Estimated mandays in excess of guaranteed minimum [REDACTED] days)	[REDACTED] Mandays	[REDACTED]	[REDACTED]
BLENDDED RATE FOR [REDACTED] DETAINEES			[REDACTED]	
1003	Transportation from facility to various locations as required (estimated).	[REDACTED] Miles	[REDACTED]	[REDACTED]
1004	Detainee volunteer wages -	[REDACTED] Day/Detainee	[REDACTED]	[REDACTED]
1005	On-Call/Escort Services [REDACTED] hours x [REDACTED] Escorts x [REDACTED] days)	[REDACTED] Hours	[REDACTED]	[REDACTED]
1006	OPTION-Expansion for additional [REDACTED] adult females. [REDACTED] days)	[REDACTED] Mandays	[REDACTED]	[REDACTED]
TOTAL BLENDED RATE FOR [REDACTED] DETAINEES			[REDACTED]	
OPTION PERIOD ONE TOTAL ESTIMATED PRICE (EXCLUDING CLIN 1006)				[REDACTED]

(b)(4)

OPTION PERIOD TWO: DURATION OF OPTION PERIOD TWO IS ONE YEAR, COMMENCING October 1, 2005 - September 30, 2006.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
2001	Guaranteed minimum [redacted] female adult detainees [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
2002	Estimated mandays in excess of guaranteed minimum [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
BLENDDED RATE FOR [redacted] DETAINEES			[redacted]	
2003	Transportation from facility to various locations as required (estimated).	[redacted] Miles	[redacted]	[redacted]
2004	Detainee volunteer wages -	[redacted] Day/Detainee	[redacted]	[redacted]
2005	On-Call/Escort Services [redacted] hours x [redacted] Escorts x [redacted] days)	[redacted] Hours	[redacted]	[redacted]
2006	OPTION-Expansion for additional [redacted] adult females. [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
TOTAL BLENDED RATE FOR [redacted] DETAINEES			[redacted]	
OPTION PERIOD TWO TOTAL ESTIMATED PRICE (EXCLUDING CLIN 2006)				[redacted]

(b)(4)

OPTION PERIOD THREE: DURATION OF OPTION PERIOD THREE IS ONE YEAR, COMMENCING October 1, 2006 - September 30, 2007.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
3001	Guaranteed minimum [redacted] female adult detainees [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
3002	Estimated mandays in excess of guaranteed minimum [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
BLEND RATE FOR [redacted] DETAINEES			[redacted]	
3003	Transportation from facility to various locations as required (estimated).	[redacted] Miles	[redacted]	[redacted]
3004	Detainee volunteer wages -	[redacted] Day/Detainee	[redacted]	[redacted]
3005	On-Call/Escort Services [redacted] hours > [redacted] Escorts [redacted] days)	[redacted] Hours	[redacted]	[redacted]
3006	OPTION-Expansion for additional [redacted] adult females. [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
TOTAL BLEND RATE FOR [redacted] DETAINEES			[redacted]	
OPTION PERIOD THREE TOTAL ESTIMATED PRICE (EXCLUDING CLIN 3006)				[redacted]

(b)(4)

OPTION PERIOD FOUR: DURATION OF OPTION PERIOD FOUR IS ONE YEAR, COMMENCING
 October 1, 2007 - September 30, 2008.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
4001	Guaranteed minimum [redacted] female adult detainees [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
4002	Estimated mandays in excess of guaranteed minimum [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
BLENDDED RATE FOR [redacted] DETAINEES				[redacted]
4003	Transportation from facility to various locations as required (estimated).	[redacted] Miles	[redacted]	[redacted]
4004	Detainee volunteer wages -	[redacted] Day/Detainee	[redacted]	[redacted]
4005	On-Call/Escort Services [redacted] hours X [redacted] Escorts x [redacted] days)	[redacted] Hours	[redacted]	[redacted]
4006	OPTION-Expansion for additional [redacted] adult females. [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
TOTAL BLENDDED RATE FOR 250 DETAINEES				[redacted]
OPTION PERIOD FOUR TOTAL ESTIMATED PRICE (EXCLUDING CLIN 4006)				[redacted]
GRAND TOTAL BASE PLUS FOUR OPTION YEARS				\$34,913,676.40
TOTAL BLENDDED RATE FOR [redacted] (CLIN-0001 & CLIN 0002) OVER 5 YEAR CONTRACT				[redacted]
TOTAL BLENDDED RATE FOR [redacted] (CLIN-0001 & CLIN-0002 & CLIN-0006) OVER 5 YEAR CONTRACT				[redacted]

(b)(4)

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PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

Background

The Department of Homeland Security (hereinafter called the Service, DHS, or Agency) provides funds through contractual agreements with both public and private sector entities for the provision of minimum security/alternative detention residential and related services, specifically for adult females in its custody in the South Florida area.

Objectives

The purpose of this contract is for the provision of the physical structure, equipment, facilities, personnel and services in an existing facility, to provide a program of temporary minimum security/alternative detention residential and other related services for up to 200 illegal immigrant adult females who are required by law to be held in the legal custody of the DHS.

Goal

The primary goal of this contract is for residential services on a twenty-four hours per day, seven days per week basis, for illegal alien females who are in the legal custody of DHS. Services are to be administered in a culturally appropriate manner that meet the variety of language and cultural needs of these populations. The illegal alien population consists primarily of adult females seeking asylum in the area listed above.

Submittals

All items that require review and approval during the course of the contract by DHS shall be delivered to the COTR who will make appropriate distribution for approvals. This does not include any item required in the proposal submission.

Section C
Subsection 1
Terms

Admission: A procedure which includes searching, photographing, health and safety assessment, and collecting personal history data. Admission includes inventory and storage of an individual's personal property.

Contraband: Items in the possession of residents or found in the facility that is illegal or prohibited by facility policies and procedures.

Contracting Officer: The designated DHS employee responsible for managing the contracting process and administration of the award. The federal government official that is authorized to approve or issue changes to the contract on behalf of the cognizant federal agency.

Contracting Officer's Technical Representative: (COTR) The designated DHS employee responsible for monitoring day-to-day activities and technical aspects of the contract.

Contractor: The entity that provides services described in this statement of work.

Grievance: A complaint filed by a resident concerning personal health/welfare or the operations and services of the facility.

DHS Headquarters, Detention and Removals Office: The federal government component in DHS that establishes policy for the housing of illegal migrants who are required by law to be held in the legal custody of the DHS .

Health and Safety Assessment: A structured observation and/or initial health screening to identify any medical issues of residents.

Medical Records: Medical records must be kept separate of the resident's social record. Medical records shall include, at a minimum: a description, treatment plans, and dates and times of medical exams.

Policy: A written statement and method of action that guides and determines present and future decisions and actions.

Restraint Devices: This includes, but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexicuffs, soft (leather) cuffs, leg weights and chemical restraints.

Section C
Subsection 2
Personnel Requirements

- A. The Contractor shall obtain prior written concurrence from the DHS Contracting Officer for appointment and replacement of key personnel. Key personnel are staff with administrative authority over other program personnel and/or policies and procedures.
- B. Prior to any employee performing duties under this award, the Contractor shall compile all conditions for employment as required by this contract and provide them to the COTR. The Contractor shall obtain written approval from the COTR, for each employee, prior to assignment of documents and certifications that demonstrate the employees' compliance with the terms and duties.
- C. Program Staffing Requirements:
1. One Program Director that is responsible for the overall administration of the program. This person shall serve as the single point of contact with DHS.
 2. Staff that are responsible for individual service plans and case management;
 3. Clear lines of authority and responsibility;
 4. Professional staff that are available to provide program services according to State standards. The Contractor shall ensure that background investigations are completed on all staff per State licensing requirements. This is in addition to DHS background security investigations.
 5. Staff to coordinate and deliver services as required;
 6. All staff responsible for the direct supervision of residents shall comply with the employee educational and/or experience levels that are indicated on page C-4, D. Educational and Experience Requirements;
 7. In regards to staffing ratios, the Contractor shall provide a staffing plan that demonstrates the ability to meet the requirements of the Performance Work Statement;
 8. All movement and activity of residents throughout the facility must be supervised by staff that are responsible for the direct supervision of residents;
 9. Staffing ratios must be maintained at all times. At no time shall there be all male staff on duty
 10. Staff training shall be in accordance with ACA Performance-Based Standards for Adult Community Residential Services. The Contractor shall submit a training policy and procedure including the standards.

These standards include:

- 40 hours of orientation training for full time employees before assignments;
- 40 hours for administrative & professional staff during first year & each year after in addition to orientation;
- 16 hours annually for clerical/support in addition to orientation;
- Careworkers 40 hours annually in addition to orientation for a variety of topics such as: security, supervision, suicide prevention, report writing, communication, counseling skills, sexual harassment, legal issues, etc.;

Certification of employee training/refresher training shall be provided to DHS annually.

Training plans shall include an additional twenty-four (24) hours per year of DHS-provided training. The DHS training provided to the staff shall include information on legal issues and legal representation requirements for all adult females and is in addition to the ACA Training Standards listed above. Training will be scheduled in coordination with local DHS staff as part of orientation training. Contractor is required to cover cost of employee's time for training and DHS will reimburse contractor for other training costs incurred.

D. Educational and Experience Requirements - Program staff must possess a bachelor's degree or high school degree, or equivalent, and two years of experience working with adult females. Relevant experience should include:

1. The ability to greet and deal tactfully with the general public.
2. The ability to effectively communicate with others, interpret and articulate rules, orders, instructions and materials, and must be able to compose reports that contain the information as required.
3. Employees must demonstrate sound judgment, an even temperament, and satisfactory performance of their assigned responsibilities.
4. The ability to maintain self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.

E. The Contractor shall develop standards of conduct and specific disciplinary actions that are consistent with the Federal Employee Responsibilities and Conduct, 5 CFR Part 735. The Contractor shall hold his/her employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Contractor staff shall not display favoritism or preferential treatment to one resident or group of residents, over another.
2. No Contractor employee may enter into a personal relationship with residents outside the scope of the goals of the program. Staff are prohibited from accepting for themselves, or any member of their family, any personal gift, favor or service, from residents or from the resident's family or close associate, no matter how trivial the gift or service may seem. All staff are required to immediately report any such offers to the program director. In addition, no staff shall give any gift, favors, or service to residents, their family or close associates.
3. Contractor employees are not permitted to enter into any business relationship with residents or their families (e.g. selling, buying, trading personal property, etc.).
4. Program staff are not permitted to have any outside or social contact (other than incidental contact) with any resident, his/her family, or close associates.

5. Contractor shall immediately report violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR and to appropriate law enforcement agencies. Violations may result in employee dismissal by the Contractor or at the discretion of DHS. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action up to and including termination of the contract for default.

6. The Contractor shall provide all employees with a copy of the program's Standards of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract.

F. Removal from Duty

1. The Contractor shall immediately notify the COTR immediately upon learning of adverse or disqualifying information on any employee. The Contractor shall immediately remove the employee from performing duties under this contract or any other DHS contract and comply with further guidance from DHS. Disqualifying information may include, but is not limited to:

- a. Arrest or conviction of a crime (felony or misdemeanor offenses);
- b. A record of arrests for traffic offenses (esp. DUI);
- c. Falsification of information entered on suitability forms.

2. The Contractor shall immediately remove from assignment to this contract or any other DHS contract any employee(s) who has/have been disqualified for security reasons or after being deemed unfit to perform their duties. The Contractor shall immediately notify the COTR when removing an employee from duty. A determination of being unfit for duty may include, but is not limited to, incidents involving misconduct as set forth below:

- a. Neglect of duty, including sleeping while on duty, failure 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.
- b. 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.
- c. Theft, vandalism, immoral conduct, or any other criminal actions.

- d. Possession of or selling, consuming, or being under the influence of intoxicants, drugs, or other mind-altering substances.
- e. Unethical or improper use of official authority or credentials.
- f. Unauthorized use of equipment or Government property.
- g. Violations of security procedures or regulations.
- h. Recurring tardiness.
- i. Possession of alcohol or illegal substances while on duty.
- j. Undue fraternization with residents.
- k. Repeated failure to comply with visitor procedures.
- l. Poor performance involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in, or contributing to, a resident escape.
- m. Failure to maintain or fulfill training requirements.

3. The COTR must be notified of all terminations/resignations and suspensions within five (5) days of occurrence. The Contractor shall supply the COTR and the DHS Security Office with a monthly list of all employees working on the contract. The Contractor shall immediately notify the COTR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

- G. The Contractor shall not assign or permit any employee to work under this contract more than a total of twelve hours of any twenty four-hour period. All employees shall have a continuous eight-hour rest period within each twenty-four hour period. Should situations arise where an employee is required for more than twelve hours, the Contractor shall obtain prior approval from the COTR. Exceptions shall only be granted on a case by case basis dependent upon the situation.
- H. All program staff are required to carry approved identification credentials at all times while performing under this contract. Credentials must contain the following for each employee:
 - 1. A photograph of the employee that is at least one inch square. The photograph will show as a maximum, the head and shoulders of the employee and will be no more than one-year-old at the time the credential is issued.
 - 2. A printed personal description consisting of the employee's name, sex, birth date, height, weight, hair color, and eye color, date of issuance.

3. Signature of the employee.

4. Identification of and validation by the issuing authority Credentials will be valid for three years. The Contractor shall void and immediately make the appropriate disposition of all identification credentials upon completion of assignments that result in program staff no longer performing under this contract.

I. SECURITY REQUIREMENTS (NON-CLASSIFIED CONTRACT)

1. The DHS shall have and exercise full and complete control over granting, denying, 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 DHS 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 DHS, 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 DHS Contract Security Office.

2. All employees (to include subcontractors, temporary, part-time, replacement, and any other vendor or volunteers) under the contract shall have a position sensitivity designation analysis performed by DHS. 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 DHS Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the DHS 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:

- a. Standard Form (SF) 85P, "Questionnaire for Public Trust Positions"
- b. SF 85 P-S, "Supplemental Questionnaire for Selected Positions" note: this form is used for guards or detention officers only
- c. Form FD-258, "Fingerprint Card"
- d. Foreign National Relatives or Associates Statement
- e. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act"

3. 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:

- a. Verification of employment history (dates, salary, job titles and duties for the most recent 2 years).
- b. Reason for leaving employment.
- c. Eligibility for re-hire.
- d. Name of person contacted.
- e. Name of employee doing the interview on behalf of the contractor.

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

4. 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 DHS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

5. 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.

6. 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 DHS 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.

7. Drug screening for cause may be required by DHS at any time. The contractor shall have a random drug-screening program, the results of each screening shall be provided to DHS immediately.

8. Drug screening shall be ordered and accomplished at contractor's expense. DHS 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.

9. 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 DHS 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.

10. DHS reserves the right and prerogative to require the contractor to remove any contract employee from the DHS 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.

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

12. 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.

13. 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.

14. In the interest of limiting access to potentially sensitive information and Information Technology (IT) Systems, DHS will consider only U.S. Citizens and Lawful Permanent Residents (LPR) for employment on this contract. DHS 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.

15. 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.

16. 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, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

Section C
Subsection 3
Program Scope and Services

General - The Contractor will provide residential services in an approved existing residential facility. The design and administration of the program must comport with all applicable federal, state and local licensing provisions. The contractor must meet the requirements of the following DHS Detention Standards: Access to Legal Material, Group Presentation on Legal Rights, Telephone Access, Visitation, Food Service and Funds and Personal Property. The Contractor is required to provide sufficient management oversight for the implementation and operations of this award.

- A. Services are required from initial placement and cease when the female is released, transferred, or removed by the DHS from the United States.
- B. The Contractor shall establish a productive daily schedule that includes, but not be limited to: recreation, life skills, chores, counseling as needed, group interaction, free time, access to religious services, visitation, immigration court appearances and access to legal services.
- C. The daily schedule must be designed to provide supervision and accountability and to encourage the development of individual and social responsibility on the part of each individual. Program rules and disciplinary procedures shall be written and/or translated into languages of the residents. These rules shall be provided to the residents and all program staff.
- D. Program content and plans must accommodate individuals of all ages, in various stages of personal adjustment and DHS administrative processing. The length of care per resident will vary. The Contractor shall design the program to provide a combination of short-term (up to 90-120 days) and long-term care (in excess of 120 days).
- E. The Contractor must establish a case management system to manage all aspects of a participant's placement and regularly monitors compliance.
- F. The Contractor is required to provide strategies to prevent escapes, prevent the unauthorized absence of individuals from the facility or programs provided by the facility, and protect against influences, which may jeopardize the well being of the resident. These strategies may not include facility design and/or hardware that does not allow for accesses and egress.
- G. DHS will frequently be on-site and communicate with the Contractor in order to address the needs of these individuals in DHS custody. Sufficient office space designed to accommodate private interviews and meetings is to be provided for DHS staff. The office should be pleasantly and comfortably furnished.

H. Program Services/Care and Maintenance: Proper physical care and maintenance, including suitable living accommodations, food, appropriate clothing, personal grooming items and hair care services, and personal allowance or remuneration for work shall be provided (outside of normal chores or responsibilities) as defined by applicable State statutes.

1. Medical/Dental Care

a. Professionalism: The Contractor is required to ensure that health care providers that are utilized and possess medical licenses, certifications, and registrations in the state where they are practicing. The Contractor is required to retain a registered nurse for minor medical care. Health care or health-trained personnel may perform screenings.

b. On-Site Health Care: The Contractor is required to provide on-site medical and health care coverage and access to basic dental care for all residents. The Contractor must provide residents with instructions in their native language for gaining access to health care services. Health care services must include arrival screening, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, contusions), treatment of special needs, and mental health care. DHS will reimburse the Contractor for prescription medications and for basic dental care. The Contractor is to ensure that each resident's medical complaint is documented and brought to the attention of the Contractor's health care staff within twenty-four hours. Residents with chronic conditions shall receive prescribed treatment and follow-up care.

c. Arrival Screening: The Contractor shall screen each resident within twenty-four hours of arrival at the facility, unless completed at another facility. The screening shall include at a minimum, tuberculosis (TB) symptom screening, planting of the Tuberculin Skin Test (PPD) or chest x-ray, recording the history of past and present illnesses (including mental and physical) and suicide screening.

d. Emergency Medical Care: The Contractor is required to provide twenty-four hour emergency medical care, CPR and emergency evacuation procedures. In an emergency, the Contractor shall obtain the medical treatment required to preserve the resident's health. The Contractor shall have access to an offsite emergency medical provider at all times. DHS will reimburse the Contractor for emergency room visits and hospitalizations. The Health Authority of the Contractor shall call the United States Public Health Service (USPHS) Managed Care Coordinator (MCC) within twenty-four hours of the resident's medical care. The Health authority will obtain pre-authorization from the USPHS MCC for service(s) beyond the initial emergency situation.

e. Immunizations: A written immunization policy and procedure that comports with the USPHS, Centers for Disease Control is required. DHS will provide specific policy and procedures.

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f. Policies and Procedures: The Contractor shall develop and administer a comprehensive policy regarding the dispensing of over-the-counter and prescribed medication and special diets. The Contractor shall have written policies and procedures that include mental health approaches, a summary health report, transfer form USM553, and a seven day supply of any prescribe medicine/s.

g. Safety: The Contractor shall ensure the safety of all residents from abuses of any nature (physical, verbal or otherwise). The Contractor must adhere to all applicable state laws and regulations that are required for adult females, including strategies to prevent the spread of diseases within the facility.

h. Medical Stipulations: DHS, through the Division of Immigration Health Services (DIHS), is responsible for the authorization of services and payments for all non-emergency, offsite medical care and non-routine on-site medical services (e.g. offsite lab tests, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes.).

i. DIHS MCC's serve as the single health authority for DHS offsite and non-routine resident medical and health related matters. The relationship of the DIHS to residents is the same as physician to patient. The Contractor must release medical information on residents to MCC upon request. The Contractor must receive prior approval from the designated MCC for non-emergency, offsite medical care (e.g. offsite lab tests, eyeglasses, and cosmetic dental services). The Contractor must include justification for all medical services to the MCC for reimbursement. For medical care provided outside the facility, the MCC may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of DHS and the resident. Reimbursement requests that have not had prior approved by the MCC will not be allowed.

j. USPHS DIHS On-site Visits: The MCC shall have access to the facility.

Bills for Services Requiring MCC Pre-authorization: The Contractor and all other health care providers shall send bills/claims for care that requires pre-authorization to:

DHS Health Service
1220 L Street, NW
PMB 468
Washington, DC 20005
1.888.238.8163
202.318.0080 (fax)

- I. Orientation - Upon admission, all residents must receive a comprehensive orientation regarding program content, services, rules (written and verbal), expectations and the availability of legal assistance. This information should be provided in a written handbook. Residents shall be given a current list of pro bono legal service providers that will be made available by DHS and a schedule of legal service presentations. The contractor must ensure the orientation has been understood by the detainee.
- J. Individual Counseling - Programs shall schedule individual counseling sessions to be conducted by trained social work staff on a case-by-case basis with the specific objectives of reviewing the resident's progress, establishing new short term objectives, risk-assessments and addressing the needs of each resident. The Contractor shall anticipate emergency individual-counseling sessions. Counseling is defined as individual activities that focus on the cognitive, emotional, behavioral, and social needs of the residents. Individual sessions should be provided that work to prevent and address problems, facilitate positive learning and behavior, and enhance healthy development.
- K. Case Management/Individual Services
1. The Contractor shall ensure that comprehensive and realistic individual service plans are developed, implemented and closely coordinated for each resident through an operative case management system. Individual plans for the care of each resident must be developed in accordance with ACA Standards for Adult Community Residential Services relating to individual service plans. Staff members responsible for specific case management activities must be identified and their responsibilities fully defined.
 2. The Contractor shall have established policy and procedure in place to provide for shift briefings. The purpose of these structured briefings is to afford staff a pre-scheduled and structured opportunity to pass critical information from one shift to the next.
- L. Acculturation/Adaptation - The Contractor shall provide a program that includes, but is not limited to, information regarding personal health and hygiene, human sexuality and the development of social and inter-personal skills that contribute to those abilities necessary to live independently and responsibly.
- M. Recreation and Leisure Time - The Contractor shall provide a separate space for indoor and outdoor recreational activities and regular daily access.
- N. Library Services - Library services shall be made available to all residents. Reading materials should reflect diverse interests and appropriate for various levels of literacy. Residents must have access to legal materials explaining U.S. immigration law and procedures. DHS will supply all necessary legal materials. Contractor shall develop policies and procedures on access to legal materials and maintain an inventory of materials available.

- O. Work Assignments - Written policies and procedures regarding chores or vocational assignments and schedules shall be developed. Residents are required to keep their living area and bathroom facilities clean and sanitary. The Contractor shall allow for a voluntary work program. The Contractor shall include reports on volunteer work programs in required monthly program reports.

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P. Visitation shall be conducted in accordance with the DHS Detention Standard for Visitation.

Q. Legal Services

1. DHS will provide residents with information about pro bono legal assistance and advise residents of their rights to be represented by counsel, at no expense to the U.S. Government, and their rights to request a hearing before an immigration judge.

2. DHS will advise residents of their legal status and legal requirements as contained in the Immigration and Naturalization Act.

3. The Contractor shall establish policy and procedures to assist each resident in making confidential contact with attorneys or their authorized representatives in accordance with DHS policy on visitation.

4. Program staff are prohibited from providing legal advice to residents and are prohibited from interfering with a resident's custody arrangements or the execution of final immigration court orders. Failure to comply with this could result in the cancellation of the award and/or possible criminal charges against the employee.

R. Religious Services - Reasonable efforts will be made to allow residents to attend religious services of their choice. A single staff member shall be assigned to coordinate religious services in accordance with DHS policies.

S. Grievances - The Contractor must develop procedures for reporting and handling grievances. All formal grievances must be reported in the monthly program reports and reviewed by the designated DHS supervisor.

T. Discipline - The Contractor shall provide residents with disciplinary rules upon admission. These rules must be posted in multiple public locations within the facility. The Contractor shall ensure that the standards for rules and discipline are applicable to the various ages, maturity levels, and cultures that may be found in short-term residential care. Disciplinary rules and procedures must be approved in writing by DHS. The rules shall specify acts that are prohibited and penalties that may be imposed. Policies and procedures must comport with DHS policies and procedures and state laws, regulations, policies and procedures.

U. Food Services

1. Meals must be served in accordance with the DHS Detention Standard for Food Service, and meet the cultural, religious or health concerns of the residents.

2. The Contractor must provide alternative arrangements for each meal that a resident will be absent for any meal and for late arriving females.

3. Meal plans must be approved as required by the DHS Detention Standard for Food Service.

V. Translators - The Contractor is required to provide professional translators or bilingual staff (preferred method) to communicate with residents who do not speak or comprehend English. The Contractor may utilize commercial phone language interpretive services as approved by DHS.

W. Clothing, Linens and Bedding

1. The Contractor must provide appropriate civilian clothing and footwear, weather appropriate, to residents that do not have clothing. The Contractor must develop policies and procedures to clean clothing and provide residents with one set of clothing per day.

2. Linens, bedding and mattresses shall be provided and cleaned by the Contractor on a weekly basis. Materials must meet licensing requirements and be fire-retardant.

X. Mail and Baggage Inspections - There shall be written policies and procedures governing , baggage, or any correspondence that shall be available to the residents. Incoming mail shall go to designated officials for written approval of inspection procedures prior to distribution.

Y. Daily Program Activity Schedule - The Contractor shall develop a weekly schedule of all program activities. The schedule shall show on a daily basis (Sunday-Saturday) the activity, location, supervisor, and any limitations on the number of participants. The facility supervisor shall review the activity schedule and include these in the monthly program reports.

Admission Procedures: The Contractor shall have admission policies and procedures for residents that ensure, at a minimum, that the Program Director or his/her designee: (applies to Z, AA, BB and CC below)

Z. 1. Verifies that all official documents which accompany each resident are complete and accurate so that they accurately identify the resident. DHS will maintain original documents.

2. Conducts a comprehensive orientation to the program for all residents' languages they understand and documents that the orientation has been conducted. The orientation must include an overview of the program, rules, regulations, procedures, consequences for violation of any of these policies, and the immigration court process.

AA. Issues a receipt for cash and property taken from the resident upon admission, and prepares an inventory of that property which the resident signs and retains. This shall be

supplemented for any additional property the resident receives during his or her stay at the facility. The Contractor shall provide a secured space for the cash and property.

BB. Ensures that all residents shower upon admission, at which time a body chart is

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prepared to reflect any tattoos, birth marks, injuries, bruises, or evidence of contraband, etc., and receive clean clothing (if needed), bedding, and personal hygiene items. Observations for the body chart are to be made by a staff member that is the same sex as the resident.

- CC. Ensures that residents receive a health and safety assessment at admission and a complete medical exam by a physician or physician's assistant within 14 days of admission. This is not required if the resident received a medical exam from another DHS facility and documentation is provided. Medical exams may include a psychological evaluation, if indicated by a counselor, psychologist or psychiatrist.
- DD. Individual Resident Case Records - The Contractor shall develop, maintain and safeguard individual resident case records. The Contractor shall develop a system of accountability that preserves the confidentiality of resident information and protects the records from unauthorized use or disclosure.
1. At a minimum, individual resident case records must include the following information:
 - a. Name and alien registration number
 - b. Initial screening and intake forms
 - c. Case information from the referral source
 - d. Comprehensive assessment
 - e. Medical/dental files (must be maintained separately)
 - f. Medical consent form
 - g. Individual service plans and case notes
 - h. Progress reports
 - i. Program rules and disciplinary policies
 - j. Copies of disciplinary actions
 - k. Referrals to other service agencies
 - l. Receipt and inventory of cash and personal property
 - m. Documents as required by the State

- EE. Cash Procedures - The contractor is required to meet the DHS Detention Standard for Funds and Personal Property.

The following procedures shall be followed to maintain accountability of residents' cash and other valuables.

1. A log shall be maintained showing all deposit and withdrawal activity (cash, jewelry, etc.). The Log shall include cash amount or item, date, resident's signature, preparing staff signature, as well as a running balance of all cash transactions.
2. A receipt voucher/request system shall be used for each cash transaction. The receipt shall be signed by the person preparing the transaction, the resident and the supervising staff person on duty. A copy shall be given to the resident and one shall be maintained in the resident's case file with the resident's Log.

3. Checks shall be maintained in the property bag.

4. All funds and valuables shall be maintained in a secured safe or non-interest bearing bank account. On release the detainee will be provided their money in cash or appropriate financial instrument.

FF. Remote Custody and Transportation Services - The Contractor shall provide policies and procedures on remote custody and transportation services for written approval by the Contracting Officer.

1. The Contractor shall provide escort services as may be required by DHS. The Contractor shall be reimbursed for these services only when such services are pre-authorized by DHS. The Contractor shall not abandon any facility assignment to perform escort services, unless in emergency situations.

2. Duties and responsibilities of this function shall be to remain with residents at medical appointments, medical facilities where the resident has been admitted, or at other locations as approved by the DHS.

3. The Contractor shall be authorized one facility staff person of the same sex as the resident for escort, unless approved by DHS; additional facility staff persons are required.

4. The Contractor shall provide transportation services as may be required to transport residents securely, in a timely manner, to locations as authorized by DHS.

5. The Contractor shall perform approximately seven (7) non-emergency medical runs per week, using two staff persons per run, one of which must be the same sex as the resident being transported.

6. The Contractor shall furnish sufficient vehicles in good repair and suitable, as approved by the DHS, to safely provide the required transportation service. The Contractor shall not allow employees to use their privately owned vehicles to transport residents.

7. Transportation routes and scheduling shall be accomplished in the most economical manner as approved by DHS.

8. The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, and complete the same security clearances as those Contractor personnel provided for in the other areas of the contract.

9. The Contractor shall, as authorized by DHS, or upon his/her own decision in an urgent medical situation, transport a resident to a hospital location. A facility staff person shall keep the resident under constant supervision 24 hours per day until the resident is ordered released from the hospital, or at the order of DHS. The Contractor shall then transport the resident to the facility.

10. When DHS staff provides documents to the Contractor concerning the resident(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

11. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and remote custody assignments. Upon demand, DHS will be provided with current status of all vehicles and remote custody assignment of employees and residents.

GG. Rights of Residents - All residents will be treated with care, dignity and respect. They will be allowed to:

1. Wear their own clothes, as appropriate or;
2. Be provided with personal storage space;
3. Be allowed to have privacy when using the phone, in accordance with DHS standards and State regulations;
4. Allowed privacy to meet with legal counsel, as permitted by DHS standards;
5. Allowed to have visitation with others as approved by DHS and monitored by facility staff;
6. Allowed to receive and send mail; and
7. Religious services whenever possible.

HH. The Contractor shall establish policies and procedures to provide residents freedom from discrimination based on race, religion, national origin, sex, handicap, or political beliefs, and that ensures equal access to various services and work assignments. The Contractor shall provide residents with equal opportunities to participate in activities and receive services offered by the program.

Section C
Subsection 4
Program Management

- A. Organizational Structure and Coordination - The Contractor shall submit all policies, plans and procedures required by this statement of work to DHS for review and approval in accordance with Section F, Deliverables, of this contract prior to implementation. The Contractor must monitor the application of written policies, plans and procedures regularly. All plans, policies, procedures, or changes to the project proposal must be approved in writing by the DHS Contracting Officer prior to implementation.
- B. The Contractor must develop operational plans that include an organizational chart that designates lines of authority and areas of responsibility. This chart must provide the names of all staff, responsibilities, and functions. Programs must demonstrate and document regular communications with staff such as staff meetings that address individual service plans, progress and daily schedules. The Contractor is required to maintain productive liaison with community-based organizations and DHS.
- C. The Contractor shall provide an overall Quality Assurance Plan (QAP), for written approval by DHS, that addresses critical and measurable operational performance standards for the services required under this contract. The Contractor shall incorporate in the QAP a periodic system that reviews and updates the changes to all policies, plans and procedures. The QAP shall include a monthly audit, or more frequently as directed by the Contracting Officer, which shall include the performance review of the facility operations for compliance with the QAP and compliance with the requirements of this contract. The Contractor shall notify the Government in writing at least 24 hours in advance of the audit to ensure the COTR is available to participate. The Contractor's QAP shall be capable of identifying deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the Contracting Officer or designee.
- D. The Contractor shall identify measures taken that will assure and maintain community receptivity and support and/or reduce community opposition to the program.
- E. The Contractor shall refer all media inquiries to DHS. The Contractor shall not provide any information to the media regarding any aspects of this contract without prior written approval from DHS. The Contractor shall immediately notify the DHS supervisor of any media or organizational inquiries.
- F. Additional Security Requirements
 - 1. Alarm system: The Contractor shall ensure that all entrances and windows that open are monitored by an electronic alarm system.

2. Video monitoring: The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents that may be seeking asylum or other considerations under US Immigration Law, the Contractor is required to maintain the tapes and may not release them to anyone, unless approved by DHS. A plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program must be included in the proposal.
- G. Adult telephone calls: Refer to DHS Detention Standards.
- H. The Contractor shall request and receive written approval from the DHS local supervisor prior to removing any resident from the facility with the exception of emergencies.
- I. The Contractor shall establish a control room logbook that contains a written record of the following, for each shift:
1. Personnel on duty,
 2. Resident population chart (resident counts, shakedowns, etc.),
 3. Resident movement in and out of the facility,
 4. Shift activities (security checks, key checks, meals, recreation, religious services, etc.),
 5. Entry and exit of attorneys and other visitors, and
 6. Unusual occurrences.
- J. The Contractor shall provide a system that documents and monitors resident movement and physically counts residents.
- K. The Contractor shall ensure that there be at least daily physical inspections of all security aspects of the facility, conducted by properly trained staff as approved by DHS. All locks, windows, glass panels, access plates, protective screens, doors and other security facilities shall be checked carefully for operational wear and tampering. The Contractor shall include written reports of these inspections in program reports as required by DHS. All defective equipment shall be replaced or repaired immediately.
- L. The Contractor shall conduct thorough searches for contraband at least weekly of all living quarters and other areas to which residents have access. Searches shall be unannounced and irregularly timed and shall be conducted with minimum disturbance to resident possessions. Only contraband items shall be confiscated. Records of searches shall be prepared and maintained. A copy shall be included in program reports as required.
- M. The Contractor shall provide a written policy and procedure for the following:
1. Pat down inspections are conducted when there is a reasonable belief that the resident is carrying contraband or other prohibited material.

2. Strip searches are authorized only upon approval by the DHS supervisor, unless there is an immediate threat to the health and safety of the residents whereby authorization shall be given by the facility director or his/her designee. All such inspections shall be conducted in privacy by at least two persons of the same gender as the resident.

- N. Use of physical force by facility personnel is restricted to instances of justifiable self-protection, protection of others, protection of property, prevention of escapes, and only to the degree necessary to safeguard the well being of the residents and others in the immediate area, and is in accordance with appropriate statutory authority. A verbal report shall be provided to the COTR immediately. A written report shall be prepared prior to the responsible staff person being relieved of their shift. A copy of the report shall be submitted within 24 hours to the COTR through the facility administrator. The physical force report shall include: (a) an accounting of the events leading up to the use of force; (b) an accurate and precise description of the incident and reasons for employing force; (c) a description of the injuries suffered, if any, and the treatment given and/or received; and (d) a list of all participants and witnesses to incident. In no case shall force be used as punishment or discipline.
- O. The Contractor shall provide written policy and procedures governing the use of restraint equipment. Restraints shall not be used in the facility except as stated in the policy and procedures or unless approved in writing by DHS. In case of emergencies, verbal notification shall be provided to the COTR immediately and a written report shall be prepared and submitted to the COTR following all uses of restraint equipment. Instruments of restraint shall never be applied as punishment or for more time than is absolutely necessary. Instruments of restraint shall be used only: (a) as precaution against escape during transfer; (b) for medical reasons, by direction of medical authority; and (c) to prevent detainee self-injury, injury to others or property damage. The Contractor shall ensure that restraint equipment is accurately inventoried and recorded.

Section C
Subsection 5
Physical Facility Plant

- A. Program services shall be provided in the least restrictive environment appropriate to the population and administered in a culturally sensitive manner. The Contractor shall affirmatively demonstrate through appropriate documentation that all facilities meet all applicable State licensing requirements for residential facilities.
- B. The Contractor shall provide regular and effective monitoring and shall ensure that all residents are provided housing which meets or exceeds the minimum standards described in this document. State licensing guidelines provide ample instruction on space, privacy, fire, safety, and sanitation requirements. State licensing standards shall be made part of the record submitted by the Contractor to DHS. The Contractor shall provide a copy of all State issued reports on the facility to the DHS Contracting Officer.
- C. The Contractor shall have a daily housekeeping plan for the facility's physical plant. The Contractor shall make arrangements and be responsible for periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to the applicable health and sanitary requirements. All facility maintenance, including janitorial service, is the responsibility of the Contractor. The Contractor shall supply the COTR with a copy of the housekeeping plan.
- D. The following information is provided in support of physical plant formulation:
1. Residents shall be separated by age and sex for sleeping purposes. There shall be no socializing in bedrooms other than the residents of that room. Bedrooms are for sleeping only;
 2. Sleeping rooms shall be separated by staff and/or mechanical and/or electronic and/or physical means, e.g., floor, wings, doors; and
 3. Additional rooms as needed for DHS staff.
 4. All non-criminal adult females in the legal custody of DHS residing in this facility shall be physically separated from other non-DHS detainees/residents housed within the facility at all times.
- E. Emergency and Safety Requirements
1. The facility shall comply with all applicable federal, state and municipal sanitation, safety and health codes. The Contractor shall provide copies of the certificate(s), which document the compliance with these codes to the COTR prior to occupancy.
 2. The Contractor shall provide written policy and procedure to the COTR which specify

the facility's locally approved fire prevention plan and procedures to ensure the safety of staff, residents and visitors. The Contractor shall provide written documentation to the COTR of a fire and safety inspection of the facility. DHS may perform inspections as deemed necessary to assure compliance with all health, safety and emergency procedures.

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- F. The Contractor shall assure that the facility is a tobacco free environment.
- G. The Contractor shall prepare a written evacuation and alternate staging plan for use in event of fire, major emergency or should the facility become unfit for its intended use. The Contractor shall obtain written certification from a fire department inspector that the evacuation plan meets national fire safety codes. The Contractor shall review the plan annually, update as necessary, and reissue to the local fire jurisdiction and the COTR, as well as ensuring awareness of the plan and procedures by the staff and the residents.
- H. The Contractor shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power and communications in an emergency.
- I. The Contractor shall ensure that the interior finishing materials in living areas, exit areas and places of public assembly conform to recognized national safety codes.
- J. All rooms must be locked when not in use.
- K. Program Reporting Requirements
1. Written Monthly Program Progress Reports are due the fifth workday after the end of each month. These reports shall, at a minimum, provide information regarding adjustments, and progress made toward meeting the specific goals and objectives of the contract. The Monthly Program Progress Report shall include, but is not limited to, information describing a chronological listing of all residents which includes name, alien control number, date of admission, end of month status, and date of discharge.
 2. The Contractor, upon discovery, shall immediately notify the applicable local DHS supervisor in charge of the facility verbally and follow up in writing within 24 hours with a complete written report of any change in the status or condition of any resident in care including the following:
 - a. Any unauthorized absence of the resident; contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime; Pregnancy of a resident; Child-birth by a resident; Hospitalization of, serious illness of, or serious injury to a resident; Suicide or attempted suicide by a resident; Escape or attempted escape by a resident; Death of a resident; Hunger strike by a resident(s); Arrest and/or incarceration of a resident; Commission of a major program offense; Any abuse or neglect incident dealing with a resident; and unauthorized correspondence and/or contact with a resident.
 - b. Procedures for reporting escapes or other unauthorized absences are as follows: Report to local law enforcement authorities and to the local DHS supervisor in charge of the facility the following information:

1. Name and alien registration number of resident(s);
2. Physical description of individual(s)
3. Time of incident;
4. What occurred;
5. Any known calls or contacts made by resident prior to escape;
6. Name, address, phone number of family;
7. Information regarding unusual behavior;
8. Any reasons to believe that escape was involuntary;
9. Other law agencies notified and point(s) of contact.

L. Record Retention

1. The Contractor shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports. The Contractor shall maintain all logs and records required to operate and document both the operational and personnel aspects of the facility and to comply with the requirements of this contract. All logs and records shall be maintained at the facility in locked cabinets located within a properly secured and controlled room. The room shall be located within the administrative area of the facility. All records are subject to inspection and review by DHS official at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph.

2. The Contractor shall not destroy or alter with intent to deceive any logs/records pertaining to this contract. At the completion of termination of this contract, the Contractor shall turn over all logs and records as directed by the Contracting Officer.

M. DHS Coordination

1. DHS will be involved in the programmatic development and on-going activities proposed and agreed upon in this contract. DHS will monitor and evaluate the provision of services; establish mechanisms to facilitate the referral and assignment of residents and other related services and provide consultation regarding programmatic issues or concerns, as needed.

2. At the time of placement in facility, DHS will provide the Contractor with appropriate available alien documentation .

PART I - THE SCHEDULE
SECTION D - PACKAGING AND MARKING

1. Deliverables referenced in Section J shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay. A packing list will accompany each shipment.
2. At a minimum each shipping container shall be plainly and indelibly marked to show the following:
 - a. Consignee;
 - b. Contract number;
 - c. Order number (if any);
 - d. A brief description of the items;
 - e. Quantity;
 - f. Contractor's name; and,
 - g. Any other markings that may be given to the Contractor prior to delivery.
3. All associated costs for packaging, marking, and shipping shall be included in the contract price.

SECTION E
INSPECTION AND ACCEPTANCE

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): <http://www.arnet.gov>.

- 52.246-4 Inspection of Services - Fixed-Price AUG 1996

2. INSPECTION AND ACCEPTANCE:

a. Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the COTR or his designated representative, in accordance with the Inspection Clause and the Performance Requirements Summary located in Section J, Attachment 2, and any other provisions specified in this contract. The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the contract specifications. Supplies or services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided the Contractor by the Contracting Officer.

b. The Government will use its best efforts to inspect and accept/reject the supplies or services provided within seven (7) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.

SECTION F
DELIVERIES OR PERFORMANCE

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

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

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984

2. Submittals

Any required submittal of policy manuals, written policy, instructions or procedures, unless otherwise specified, are due 30 days after award of the contract. Submittals shall be submitted to the DHS COTR with the required number of copies as noted. DHS approval will be required on all submittals prior to them becoming effective. The Government will provide approval no later than 30 days upon receipt on the initial submittals. See Attachment 5 for a detailed breakdown of all written submittals, due dates, and references. The contractor may not make changes to any submittals with out prior approval, all proposed changes must be clearly annotates when submitted for review and approval.

3. Period of Performance

The Government contemplates the award of one firm fixed price, indefinite delivery, indefinite quantity, task order type contract for the required services describe herein.

The base period will commence on October 1, 2003 for the base one-year period. There are four (4) one-year options under the contract. The option years shall commence on the anniversary date of the base period and/or option period for a one year period. The DHS has the unilateral right to exercise the options under the contract, provided it sends a notice of intent to do so to the Contractor 60 days prior to expiration of the current contract period. The total possible length of the contract is five (5)years from the beginning of the base period.

4. MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE

- A. Each month, the Contractor's performance will be compared to contract standards and acceptable quality levels using the Performance Requirement Summary (PRS), (see attachment #2). Through the Inspection of Services clause, the Government can deduct from a Contractor's payment an amount equal to the services not provided. If performance of a required service is unsatisfactory and the unsatisfactory performance is clearly the fault of the Contractor, an amount of money up to the maximum payment percentage stated in column six of the PRS may be deducted from the monthly invoice.

The value of a specific required service is found on the PRS sixth column ; this percentage is applied to the contract's monthly price for the contract line item number CLIN associated with that specific service.

In the example below the maximum payment percent for meeting the PR is 10 percent. This is multiplied by \$100,000 to obtain the maximum amount of payment. If completed work was unsatisfactory during the month (that is, it exceeded the Maximum Error Rate (MER), and the percent of the sample found satisfactory was 80 percent, \$8,000 would be paid in lieu of the \$10,000 payment normally due the Contractor.

The payment amount is reduced because the Contractor failed to provide reliable, uniform services within the assigned performance requirements. Although some completed work may have met the standard during the month, the acceptable quality level was not met and at least 20 percent of the observations were defective. Hence, the total quality performance requirement has not been achieved; as a consequence, the service received is unsatisfactory.

Example of unsatisfactory performance sampling deduction:

If: Quality of completed work is unsatisfactory (exceeded MER of 5 percent)
and: Contract price is \$100,000 for this month
and: The maximum payment percent for the required service to total contract price is 10 percent
and: Sample size is 50
and: Number of defects in the sample is 10

Then: Payment for quality completed work is:

Contract price	\$100,000
X Payment percentage	<u>.10</u>
	\$ 10,000
X Percent of sample good	<u>.80</u>
Payment for this service	\$ 8,000

The taking of deductions shall not be deemed to waive or limit any right of the Government under any Default and Termination Clauses, or the Inspection of Services clause. 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.

B. In addition to the deductions identified in (A) above, a deduction also will be taken as follows:

Escapes where it has clearly been determined by investigation by the Service that the Contractor employees' performance involved acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense – deduction = \$1,500.00.

Failure to notify DHS in writing immediately of any individual withdrawn from the application process – deduction = \$1,900.00.

5. Task Orders

Task orders will not be issued until security clearances have been completed for individuals to work under this contract.

6. Evaluation of Performance for Contractor Performance Reports

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

For active contracts valued in excess of \$100,000.00 dollars, the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor performance evaluations (report cards). Report cards are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

SECTION G
CONTRACT ADMINISTRATION DATA

1. Contract Administration

This contract will be administered by:

Department of Homeland Security
Administrative Contracting Officer
70 Kimball Avenue
South Burlington, VT 05402

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

2. Contracting Officer's Technical Representative JAR 2852.201-70 JAN 1985

a. _____ are hereby appointed to act as Contracting Officer's Technical Representatives (COTRs) 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 Contractor's 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 changes.

3. Invoice Requirements:

a. Submit invoices in an original and one (1) copy. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern.
- (2) Invoice date.
- (3) Contract number and delivery order number.
- (4) Description, price, and quantity of services actually rendered.
- (5) Payment terms.
- (6) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (7) Other substantiating documentation or information as required by the contract.

- b. All invoices shall be submitted to the addresses stipulated on the individual Task orders issued in accordance with the FAR clause 52.216-18 in Section I.
- c. The original invoice must be sent to the COTR on-site for certification and the COTR will in turn forward to the Contracting Office. The duplicate invoice (clearly marked "Duplicate Original") must be sent to the Contracting Office. The Contracting Officer will forward the invoice to the Dallas Finance Center for payment.

4. Method of Payment

Payments will be processed in accordance with Clause 52.232-34, Payment by Electronic Funds Transfer - Other than Contract Registration in Section I, or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.

5. Modifications, Change Orders, Deviations

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

6. Authority to Issue Task Orders

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

7. Final Payment

ASSIGNMENT: As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out or under this contract shall be completed.

8. Privacy Act Notice: Mandatory Disclosures, Authority, Purposes, and Uses:

Disclosure of your taxpayer identification number is mandatory for Federal income tax purposes under the authority of 26 USC, sections 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). In accordance with the provision at FAR 52.204-3 (b), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

1. Contract Type

This is a firm fixed price, Indefinite Delivery, Indefinite Quantity, Task Order contract.

2. Employment of Illegal Aliens

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

3. Modification Authority

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

4. Subcontracting Plan

The Contractor shall submit a subcontracting plan in accordance with the provisions of FAR clause 52.219-9, and this plan shall be a part of the contract.

5. 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 the Contracting Officer. In addition, if the proposal includes a time extension, a justification therefor will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

6. Options

(A) Option Periods

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

be deemed to commit the Government to renewals. In addition the Government will provide 180 days notice before exercising the options contained in line items 0006, 1006, 2006, 3006 or 4006.

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

(B) Optional Line Item

The optional line item provides for an additional 50 beds for a total of 250 beds and is available to be exercised at any time during the contract period.

8. Contractor's Insurance/Bond Requirements

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor himself or by any sub Contractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required. Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobile operated in the performance of this contract is required as follows. Policies covering automobiles operating in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

9. Hold Harmless and Indemnification Agreement

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

Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or of any subcontractor.

10. Accident Report Procedures

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

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

The Contracting Officer may request the Contractor to remove any of his/her agents or employees whose conduct, in the opinion of the Contracting Officer, interferes with proper discipline in the area where services are performed. The Contractor shall comply with all such requests. Failure to do so may be cause for action under the clause in Section I entitled "Default".

11. Permits and code compliance

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

12. System of Records

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

13. Bargaining Agreement

The Contractor agrees to provide the Contracting Officer, upon request, a copy of any collective bargaining agreement applicable to employees performing on this contract.

14. Removal of Contractor's Employees

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, or whose employment under this contract is inconsistent with the interest of DHS security.

**PART II - Contract Clauses
SECTION I
CONTRACT CLAUSES**

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

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

52.202-1	Definitions	Dec 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment	JUL 1995
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998

52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Revision or Adjustment of Plans for Post-retirement Benefits Other (PRB) Than Pension	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	Jan 2002
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.222-1	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
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
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
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	Feb 2002
52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes --Alternate I (DEC 1991)	Jul 2002
52.233-3	Protest After Award	AUG 1996
52-237-3	Continuity of Services	JAN 1991

52.237-7	Indemnification and Medical Liability Insurance (a) Amount of coverage: \$1,000,000	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed-Price Alternate I (APR 1984)	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.246-25	Limitation of Liability – Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

52.204-1 Approval of Contract (DEC 1989)

52.216-18 Ordering (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such order may be issued from the date of award through the expiration of each performance term.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

- (a) Minimum order. The Government shall only be restricted to a minimum order limitation of the guaranteed minimum on this contract for residential care.
- (b) Maximum order. The Contractor is not obligated to honor – Any order to detain in excess of the number of detainees per day that the facility is capable of holding
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (OCT 1995)

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

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the current performance period.

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

The Government may extend the term of this contract by written notice to the Contractor within 30 days either prior to or after the expiration date of the existing contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (a) If the Government exercises this option, the extended contract shall be considered to include this option provision.

- (b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

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

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

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

52.232-18 Availability of Funds (APR 1984)

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

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

Funds are not presently available for performance under this contract beyond September 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this

contract beyond September 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Department of Homeland Security
Dallas Finance Center
Mailing Address:
P.O. Box 560947
Dallas, TX 75356-0947

Telephone Number:
214 915-██████ (b)(2)
214 915-6291 Fax

Person to Contact:
Alberta Lane

Electronic Address:
N/A

52.244-6 Subcontracts for Commercial Items and Commercial Components (MAY 2002)

(a) Definitions.

“Commercial item”, as used in this clause, has the meaning contained in the clause at 52.202-1, Definition.

“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 following clauses shall be flowed down to 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 subcontractor (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 the lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Vietnam Era Veterans (APR 1998)(38 U.S.C. 4212(a);
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793); and
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO. DRO-3M-RQ-0207	5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Wackenhut Corrections Corporation Amber Martin 621 NW 53rd Street Suite 700 Boca Raton FL 33487		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / ---	
		10B. DATED (SEE ITEM 13) 10/01/2003	

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: [REDACTED] (b)(4)

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) Ordering Clause
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.)

See Page Two

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) Roger E. Fregeau	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Roger E. Fregeau</u> (Signature of Contracting Officer)	16C. DATE SIGNED 9/2/03

- Vendor Official Requestor
 Receiving G104 Oblig. Other

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

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	Guaranteed Minimum [REDACTED] Female [REDACTED] Adult Detainees [REDACTED] (days)	[REDACTED] Mandays	[REDACTED]	[REDACTED]
TOTAL ESTIMATED PRICE				[REDACTED]

(b)(4)

This order funds performance of CLIN 0001 from 10/01/2003 through 09/30/2004. Based upon the above the total amount of this order is [REDACTED]

This order is placed subject to the availability of funds for the period 10/01/2003 through 09/30/2004. No legal liability on the part of the Government for payment of any money for performance under this contract shall arise until funds are made available for such performance and notice of such availability, to be confirmed in writing by the Contracting Officer, is given to the contractor.

ACCOUNTING ND APPROPRIATION DATA

[REDACTED]

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A002	3. EFF. DATE 11/01/2003	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Wackenhut Corrections Corporation Amber Martin 621 NW 53rd Street Suite 700 Boca Raton FL 33487			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / -	
			10B. DATED (SEE ITEM 13) 10/01/2003	

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.


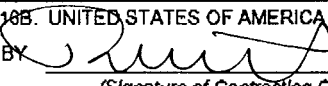
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52-243-4
	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 Federal Acquisition Council has issued a final rule on FAR Case 2002-018, 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 CONTRACTING OFFICER Vice President of Contract Compliance Wackenhut Corrections Corporation		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Peter M. Dietrich	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-31-03	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-3-03

Vendor Official Requestor
 Receiving G104 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 I (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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A003	3. EFF. DATE 11/17/2003	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Wackenhut Corrections Corporation Amber Martin 621 NW 53rd Street Suite 700 Boca Raton FL 33487			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / ---	
			10B. DATED (SEE ITEM 13) 10/01/2003	

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.)

The purpose of this modification is to add Marcy Rosario as COTR and remove John Yancey as COTR. There are no other changes at this time.

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) Peter M. Dietrich	
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 11-17-03

Vendor Official Requestor
 Receiving G104 Oblig. Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A004	3. EFF. DATE 12/19/2003	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Wackenhut Corrections Corporation Amber Martin 621 NW 53rd Street Suite 700 Boca Raton FL 33487			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / ---	
			10B. DATED (SEE ITEM 13) 10/01/2003	

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 an administrative modification issued to successor the contract and to transfer all contract responsibility effective 12/19/03. Pursuant to FAR 42.2 and 42.3, and in accordance with the reorganization under the Department of Homeland Security, all contracting functions are transferred to US Immigration and Customs Enforcement (ICE), Administrative Center Laguna Niguel, CA. This office retains no contract administration functions. For information, contact: US Immigration & Customs Enforcement Attn: ACLCAP PO Box 30080 Laguna Niguel, CA 92607-0080 Tele: 949-360- [REDACTED] (b)(2)

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) Peter M. Dietrich	
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 12-15-03

Vendor Official Requestor
 Receiving G104 Oblig. Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A005	3. EFF. DATE 05/17/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-04-011	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Customs Enforcement Office of Procurement Laguna ATTN: John Wolfslau, (949)360-3180 P.O. Box 30080 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (If other than Item 6) CODE CA		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) THE GEO GROUP INC. AMBER MARTIN ONE PARK PLACE SUITE 700 621 NW 53rd STREET BOCA RATON FL 33487			9A. AMENDMENT OF SOLICITATION NO.	
CODE 612706465 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / ---	
			10B. DATED (SEE ITEM 13) 10/01/2003	

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

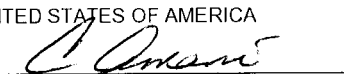
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<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 Rule on FAR case 2002-18.
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 incorporate by reference FAR Clauses 52.207-7, Central Contractor Registration (Oct 2003), Alt I (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 are available at <http://www.arnet.gov/far>. Central Contractor registration is available at <http://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) CAROL AMANO	
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 5/17/04

- Vendor
- Official
- Requestor
- Receiving
- G104 Oblig.
- Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. X006	3. EFF. DATE 10/01/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-04-011	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
IMMIGRATION & CUSTOMS ENFORCMENT OFFICE OF PROCUREMENT, LAGUNA 24000 AVILA RD, ROOM 5020 P.O. BOX 30080, ATTN: JOHN WOLFSLAU LAGUNA NIGUEL CA 92607-0080				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.	
THE GEO GROUP INC. AMBER MARTIN ONE PARK PLACE SUITE 700 621 NW 53rd STREET BOCA RATON FL 33487				
CODE 612706465 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / ---	
			10B. DATED (SEE ITEM 13) 10/01/2003	

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.

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

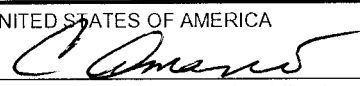
E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to issuing office.

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

The purpose of this modification is to exercise Option I of the contract.

A. The option is incorporated into the contract under FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). The period of performance begins October 1, 2004 through September 30, 2005. The Department of Labor Wage Determination, 94-2111, Rev 26, dated 5/27/2004. (Attachment I) Any requests for equitable adjustment based upon the mentioned wage determination are due in this office no later than 30 days after the effective date of this modification.

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 8/21/04
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Vendor Official Requestor
 Receiving G104 Oblig. Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. X006	3. EFF. DATE 10/01/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-04-011	PAGE OF 2	PAGES 2

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

OPTION PERIOD ONE: Duration of Option Period One is one year, commencing October 1, 2004 through September 30, 2005.

[See Attachment II - Section B (for Option Year One)]

OPTION PERIOD ONE: DURATION OF OPTION PERIOD ONE IS ONE YEAR,
 COMMENCING October 1, 2004 - September 30, 2005.

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1001	Guaranteed minimum [redacted] female adult detainees [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
1002	Estimated mandays in excess of guaranteed minimum [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
1003	Transportation from facility to various locations as required (estimated).	[redacted] Miles	[redacted]	[redacted]
1004	Detainee volunteer wages -	[redacted] Day/Detainee	[redacted]	[redacted]
1005	On-Call/Escort Services [redacted] hours X [redacted] Escorts x [redacted] days)	[redacted] Hours	[redacted]	[redacted]
1006	OPTION-Expansion for additional [redacted] adult females. [redacted] days)	[redacted] Mandays	[redacted]	[redacted]
OPTION PERIOD ONE TOTAL ESTIMATED PRICE (EXCLUDING CLIN 1006)				[redacted]

(b)(4)

William W. Gross Division of Wage Determination No.: 1994-2111
Director Wage Determinations Revision No.: 26
Date Of Last Revision: 05/27/2004

State: Florida

Area: Florida Counties of Broward, Glades, Hendry, Martin, Okeechobee, Palm
Beach,
St Lucie

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.49
01012 - Accounting Clerk II	12.43
01013 - Accounting Clerk III	15.42
01014 - Accounting Clerk IV	18.37
01030 - Court Reporter	15.12
01050 - Dispatcher, Motor Vehicle	15.60
01060 - Document Preparation Clerk	11.88
01070 - Messenger (Courier)	10.88
01090 - Duplicating Machine Operator	11.75
01110 - Film/Tape Librarian	12.46
01115 - General Clerk I	9.71
01116 - General Clerk II	10.96
01117 - General Clerk III	11.27
01118 - General Clerk IV	12.37
01120 - Housing Referral Assistant	17.40
01131 - Key Entry Operator I	10.48
01132 - Key Entry Operator II	12.78
01191 - Order Clerk I	11.34
01192 - Order Clerk II	12.68
01261 - Personnel Assistant (Employment) I	11.51
01262 - Personnel Assistant (Employment) II	14.29
01263 - Personnel Assistant (Employment) III	16.27
01264 - Personnel Assistant (Employment) IV	18.01
01270 - Production Control Clerk	15.27
01290 - Rental Clerk	14.60
01300 - Scheduler, Maintenance	14.60
01311 - Secretary I	14.60
01312 - Secretary II	15.12
01313 - Secretary III	17.40
01314 - Secretary IV	20.30
01315 - Secretary V	23.77
01320 - Service Order Dispatcher	12.68
01341 - Stenographer I	12.25
01342 - Stenographer II	13.12
01400 - Supply Technician	20.30

01420	- Survey Worker (Interviewer)	12.41
01460	- Switchboard Operator-Receptionist	10.53
01510	- Test Examiner	15.12
01520	- Test Proctor	15.12
01531	- Travel Clerk I	11.77
01532	- Travel Clerk II	12.78
01533	- Travel Clerk III	13.70
01611	- Word Processor I	12.08
01612	- Word Processor II	14.49
01613	- Word Processor III	15.15
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	13.51
03041	- Computer Operator I	13.51
03042	- Computer Operator II	14.56
03043	- Computer Operator III	18.21
03044	- Computer Operator IV	19.76
03045	- Computer Operator V	21.80
03071	- Computer Programmer I (1)	19.37
03072	- Computer Programmer II (1)	23.93
03073	- Computer Programmer III (1)	27.62
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	27.60
03102	- Computer Systems Analyst II (1)	27.62
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	13.51
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	17.62
05010	- Automotive Glass Installer	15.04
05040	- Automotive Worker	15.04
05070	- Electrician, Automotive	16.12
05100	- Mobile Equipment Servicer	12.92
05130	- Motor Equipment Metal Mechanic	17.16
05160	- Motor Equipment Metal Worker	15.04
05190	- Motor Vehicle Mechanic	17.68
05220	- Motor Vehicle Mechanic Helper	11.86
05250	- Motor Vehicle Upholstery Worker	13.99
05280	- Motor Vehicle Wrecker	15.04
05310	- Painter, Automotive	16.12
05340	- Radiator Repair Specialist	15.04
05370	- Tire Repairer	11.60
05400	- Transmission Repair Specialist	17.16
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	8.53
07010	- Baker	12.22
07041	- Cook I	11.06
07042	- Cook II	12.88
07070	- Dishwasher	8.03
07130	- Meat Cutter	12.32
07250	- Waiter/Waitress	7.92
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	14.98
09040	- Furniture Handler	9.80
09070	- Furniture Refinisher	14.98
09100	- Furniture Refinisher Helper	11.02
09110	- Furniture Repairer, Minor	13.00
09130	- Upholsterer	14.98
11030	- General Services and Support Occupations	

11030 - Cleaner, Vehicles	9.17
11060 - Elevator Operator	8.20
11090 - Gardener	13.90
11121 - House Keeping Aid I	7.66
11122 - House Keeping Aid II	8.20
11150 - Janitor	8.58
11210 - Laborer, Grounds Maintenance	10.97
11240 - Maid or Houseman	7.66
11270 - Pest Controller	12.47
11300 - Refuse Collector	10.98
11330 - Tractor Operator	13.34
11360 - Window Cleaner	9.71
12000 - Health Occupations	
12020 - Dental Assistant	13.01
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.91
12071 - Licensed Practical Nurse I	13.32
12072 - Licensed Practical Nurse II	14.91
12073 - Licensed Practical Nurse III	16.69
12100 - Medical Assistant	12.61
12130 - Medical Laboratory Technician	13.86
12160 - Medical Record Clerk	13.29
12190 - Medical Record Technician	13.21
12221 - Nursing Assistant I	8.96
12222 - Nursing Assistant II	10.07
12223 - Nursing Assistant III	10.99
12224 - Nursing Assistant IV	12.32
12250 - Pharmacy Technician	11.88
12280 - Phlebotomist	12.32
12311 - Registered Nurse I	23.05
12312 - Registered Nurse II	26.17
12313 - Registered Nurse II, Specialist	26.17
12314 - Registered Nurse III	31.66
12315 - Registered Nurse III, Anesthetist	31.66
12316 - Registered Nurse IV	37.93
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.37
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	20.64
13013 - Exhibits Specialist III	24.96
13041 - Illustrator I	18.87
13042 - Illustrator II	20.95
13043 - Illustrator III	22.70
13047 - Librarian	20.37
13050 - Library Technician	14.47
13071 - Photographer I	12.62
13072 - Photographer II	16.61
13073 - Photographer III	18.44
13074 - Photographer IV	22.68
13075 - Photographer V	27.43
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.69
15030 - Counter Attendant	8.69
15040 - Dry Cleaner	9.19
15070 - Finisher, Flatwork, Machine	8.69
15090 - Presser, Hand	8.69
15100 - Presser, Machine, Drycleaning	8.69
15130 - Presser, Machine, Shirts	8.69

15160	- Presser, Machine, Wearing Apparel, Laundry	8.69
15190	- Sewing Machine Operator	9.97
15220	- Tailor	11.76
15250	- Washer, Machine	9.38
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	14.98
19040	- Tool and Die Maker	19.23
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	12.01
21020	- Material Coordinator	14.42
21030	- Material Expediter	14.42
21040	- Material Handling Laborer	9.55
21050	- Order Filler	10.35
21071	- Forklift Operator	13.54
21080	- Production Line Worker (Food Processing)	11.56
21100	- Shipping/Receiving Clerk	13.12
21130	- Shipping Packer	12.72
21140	- Store Worker I	7.58
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	11.57
21210	- Tools and Parts Attendant	11.68
21400	- Warehouse Specialist	11.68
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	20.03
23040	- Aircraft Mechanic Helper	13.37
23050	- Aircraft Quality Control Inspector	20.55
23060	- Aircraft Servicer	15.77
23070	- Aircraft Worker	16.97
23100	- Appliance Mechanic	16.01
23120	- Bicycle Repairer	11.60
23125	- Cable Splicer	19.82
23130	- Carpenter, Maintenance	15.53
23140	- Carpet Layer	15.30
23160	- Electrician, Maintenance	16.69
23181	- Electronics Technician, Maintenance I	18.78
23182	- Electronics Technician, Maintenance II	26.58
23183	- Electronics Technician, Maintenance III	29.81
23260	- Fabric Worker	13.00
23290	- Fire Alarm System Mechanic	16.14
23310	- Fire Extinguisher Repairer	12.01
23340	- Fuel Distribution System Mechanic	15.95
23370	- General Maintenance Worker	13.98
23400	- Heating, Refrigeration and Air Conditioning Mechanic	16.43
23430	- Heavy Equipment Mechanic	15.95
23440	- Heavy Equipment Operator	19.18
23460	- Instrument Mechanic	21.09
23470	- Laborer	9.73
23500	- Locksmith	17.22
23530	- Machinery Maintenance Mechanic	20.08
23550	- Machinist, Maintenance	16.23
23580	- Maintenance Trades Helper	12.64
23640	- Millwright	20.17
23700	- Office Appliance Repairer	16.01
23740	- Painter, Aircraft	15.66
23760	- Painter, Maintenance	14.98
23790	- Pipefitter, Maintenance	16.79
23800	- Plumber, Maintenance	16.10
23820	- Pneudraulic Systems Mechanic	15.95

23850	- Rigger	17.27
23870	- Scale Mechanic	13.98
23890	- Sheet-Metal Worker, Maintenance	15.95
23910	- Small Engine Mechanic	15.38
23930	- Telecommunication Mechanic I	15.95
23931	- Telecommunication Mechanic II	19.48
23950	- Telephone Lineman	15.95
23960	- Welder, Combination, Maintenance	15.95
23965	- Well Driller	15.95
23970	- Woodcraft Worker	15.95
23980	- Woodworker	12.73
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	9.49
24580	- Child Care Center Clerk	13.59
24600	- Chore Aid	9.05
24630	- Homemaker	16.84
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	17.42
25040	- Sewage Plant Operator	18.04
25070	- Stationary Engineer	18.34
25190	- Ventilation Equipment Tender	11.69
25210	- Water Treatment Plant Operator	18.27
27000	- Protective Service Occupations	
(not set)	- Police Officer	24.82
27004	- Alarm Monitor	15.20
27006	- Corrections Officer	19.51
27010	- Court Security Officer	21.93
27040	- Detention Officer	19.94
27070	- Firefighter	19.92
27101	- Guard I	8.71
27102	- Guard II	13.29
28000	- Stevedoring/Longshoremen Occupations	
28010	- Blocker and Bracer	16.87
28020	- Hatch Tender	14.78
28030	- Line Handler	14.78
28040	- Stevedore I	15.32
28050	- Stevedore II	19.01
29000	- Technical Occupations	
21150	- Graphic Artist	21.55
29010	- Air Traffic Control Specialist, Center (2)	31.11
29011	- Air Traffic Control Specialist, Station (2)	21.45
29012	- Air Traffic Control Specialist, Terminal (2)	23.63
29023	- Archeological Technician I	13.49
29024	- Archeological Technician II	15.17
29025	- Archeological Technician III	18.73
29030	- Cartographic Technician	21.80
29035	- Computer Based Training (CBT) Specialist/ Instructor	27.62
29040	- Civil Engineering Technician	18.05
29061	- Drafter I	12.07
29062	- Drafter II	17.03
29063	- Drafter III	19.48
29064	- Drafter IV	21.63
29081	- Engineering Technician I	15.53
29082	- Engineering Technician II	18.46
29083	- Engineering Technician III	20.49
29084	- Engineering Technician IV	24.15
29085	- Engineering Technician V	29.53

29086	- Engineering Technician VI	32.28
29090	- Environmental Technician	18.98
29100	- Flight Simulator/Instructor (Pilot)	28.63
29160	- Instructor	22.83
29210	- Laboratory Technician	16.51
29240	- Mathematical Technician	21.63
29361	- Paralegal/Legal Assistant I	16.66
29362	- Paralegal/Legal Assistant II	21.07
29363	- Paralegal/Legal Assistant III	25.76
29364	- Paralegal/Legal Assistant IV	31.15
29390	- Photooptics Technician	21.63
29480	- Technical Writer	25.33
29491	- Unexploded Ordnance (UXO) Technician I	19.77
29492	- Unexploded Ordnance (UXO) Technician II	23.92
29493	- Unexploded Ordnance (UXO) Technician III	28.67
29494	- Unexploded (UXO) Safety Escort	19.77
29495	- Unexploded (UXO) Sweep Personnel	19.77
29620	- Weather Observer, Senior (3)	20.54
29621	- Weather Observer, Combined Upper Air and Surface Programs (3)	18.49
29622	- Weather Observer, Upper Air (3)	18.49
31000	- Transportation/ Mobile Equipment Operation Occupations	
31030	- Bus Driver	13.76
31260	- Parking and Lot Attendant	7.75
31290	- Shuttle Bus Driver	12.09
31300	- Taxi Driver	10.55
31361	- Truckdriver, Light Truck	12.09
31362	- Truckdriver, Medium Truck	13.76
31363	- Truckdriver, Heavy Truck	15.69
31364	- Truckdriver, Tractor-Trailer	15.69
99000	- Miscellaneous Occupations	
99020	- Animal Caretaker	9.44
99030	- Cashier	8.58
99041	- Carnival Equipment Operator	11.65
99042	- Carnival Equipment Repairer	12.71
99043	- Carnival Worker	8.10
99050	- Desk Clerk	9.01
99095	- Embalmer	17.81
99300	- Lifeguard	10.39
99310	- Mortician	21.49
99350	- Park Attendant (Aide)	13.05
99400	- Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.70
99500	- Recreation Specialist	12.73
99510	- Recycling Worker	16.10
99610	- Sales Clerk	11.31
99620	- School Crossing Guard (Crosswalk Attendant)	8.91
99630	- Sport Official	10.39
99658	- Survey Party Chief (Chief of Party)	14.74
99659	- Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.40
99660	- Surveying Aide	8.49
99690	- Swimming Pool Operator	13.74
99720	- Vending Machine Attendant	10.83
99730	- Vending Machine Repairer	13.74
99740	- Vending Machine Repairer Helper	10.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or

explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M007	3. EFF. DATE 10/01/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-04-011	5. PROJECT NO. (If applicable)	
6. ISSUED BY IMMIGRATION & CUSTOMS ENFORCEMENT OFFICE OF PROCUREMENT, LAGUNA 24000 AVILA RD, ROOM 5020 P.O. BOX 30080, ATTN: JOHN WOLFSLAU 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) THE GEO GROUP INC. AMBER MARTIN ONE PARK PLACE SUITE 700 621 NW 53rd STREET BOCA RATON FL 33487 CODE 612706465 FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / ---		
		10B. DATED (SEE ITEM 13) 10/01/2003		

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

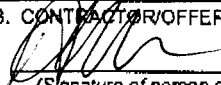
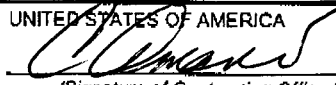
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<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 data, 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 51.215-21 Requirements for C/P Data or Information Other Than C/P Data-Modifications
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" 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 incorporate changes in Section B and Section C of the contract. The modification is issued to incorporate changes to the CLIN description of CLIN 1001, CLIN 1002 and CLIN 1006 for Option Year One to include a mixture of adult male and adult female to the CLIN quantities only (Males and Females are to be placed in separate housing). The modification to the population is necessary due to the immediate need for placement of non-criminal males in detention in and around the South Florida area.

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) AMBER B. MARTIN Vice President, Contract Compliance The GEO Group, Inc.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROL AMANO	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8-25-04	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/1/04

- Vendor
- Receiving
- Official
- G104 Oblig.
- Requestor
- Other

STANDARD FORM 30 (REV 10-85)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. M007	3. EFF. DATE 10/01/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-04-011	PAGE OF 2 4	PAGES 4

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

A. IN SECTION B:

Change description of CLIN to read,

OPTION PERIOD ONE: October 1, 2004 September 30, 2005

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Guaranteed minimum [redacted] (male/female) adult detainees [redacted] days)	[redacted]	Mandays	[redacted]	[redacted]
1002	Estimated mandays in excess of guaranteed minimum (male) adult detainees [redacted] days)	[redacted]	Mandays	[redacted]	[redacted]
1006	OPTION Expansion for additional [redacted] adult males. [redacted] days)	[redacted]	Mandays	[redacted]	[redacted]

(b)(4)

B. Changes to the contract incorporated in SECTION C:

The Contractor's proposal, dated July 15, 2004 and subsequent negotiations on July 19 and 21, 2004 are incorporated into the contract as follows:

IN SECTION C - Goal (Page C-1)

The reduction of non-criminal females population to a maximum of 100 (not including the Optional CLIN)

The contract is to be changed in all areas of Section C to provide for the incorporation of 100 non-criminal male detainees.

There is no change in the guaranteed minimum in the contract.

The resulting need to segregate the male and female population requires minimal additional staff as well as, physical enhancements to the facility. (See Attachment I- Daily Detainee Activity Schedule)

The selection criteria for placement of the male population is the same for the current female population.

There will be a requirement that the male detainee population will wear some type of identifiable uniform. This would enhance the visual control in maintaining separation of the male and female population and would increase the

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
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14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

monitoring of male detainees in escape prevention.

If any additional detainees are added above the 200 level, that population would be all males.

IN Section C, Subsection 5, Physical Facility Plant (Page C-23)

ITEM D. The following information is provided in support of physical plant formulation:

To provide increased supervision for the ICE male detainee population, the Contractor shall provide the following security enhancements: [The information below corresponds to points identified on the schematic, (Attachment II -Security Modification DHS Male Proposal)]

A. Construct an eight-foot fence across the center of the compound east to west from main administration building to center housing.

a) This prevents access to south recreation yard. (BSO area)

b) This prevents access to center stairway thus negating access to the facility's second floor on the south side.

B. Place a breakaway barrier at center compound fence that protrudes into the north side recreation area to prevent climbing.

C. To place an alarmed gate on the second floor northwest corner that creates a sally port and prevents male detainees from entering female housing area. (West Housing)

D. To place an alarmed gate at the center corner of second floor that prevents access to center stairway except in the case of an emergency.

E. To place an alarmed gate and fence at the first floor northwest corner that prevents access to the Emergency exit (Door Three) except in cases of emergency. This will prevent access to this "blind spot" on the recreation yard.

F. To place an alarmed gate and fencing in front of the northwest corner Emergency Exit (Door One) thereby creating a sally port.

G. To build an Officer's station at the northeast corner to provide 24 hour, 7 days a week coverage for recreation yard and the critical facility Emergency Exit.

H. To place break away barriers on second floor northeast corner area. Flat roof on this area may invite climbing.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
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14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

I. To place an alarmed gate at mid-way point on south side second floor as an effective physical barrier separating BSO and DHS females.

As a result of this modification, the total amount of Option Period I is changed from [REDACTED] to [REDACTED] (b)(4)

Broward Transitional Center

Daily Detainee Activity Schedule

Staff will ensure strict separation of BSO Residents and DHS Detainees. (Male and Female detainees will be separated at all times). Dayrooms and game rooms are open from morning until lights out in respective detainee housing units.

Time Activity

2300 hours Begin 1st shift

- Sunday through Thursday - Lights out
- All activities cease.

2345 hours Preparation for count

- Lights out (Friday and Saturday)

0000 hours Count time

0345 hours Preparation for count

0400 hours Count time

0600 hours Detainee female kitchen workers report for duty

0615 hours Dining hall open for male detainee's breakfast - Staff must monitor

- Recreation yard open to male detainees

0700 hours Begin 2ⁿ shift

- Dining hall open for female detainees breakfast - Staff must monitor

0730 hours Dining hall secured to detainees

0745 hours Morning cleanup begins

0800 hours Prepare for DHS hearings.

- Court hearings
- Attorney visits
- Asylum hearings
- Church services held in units - Sunday

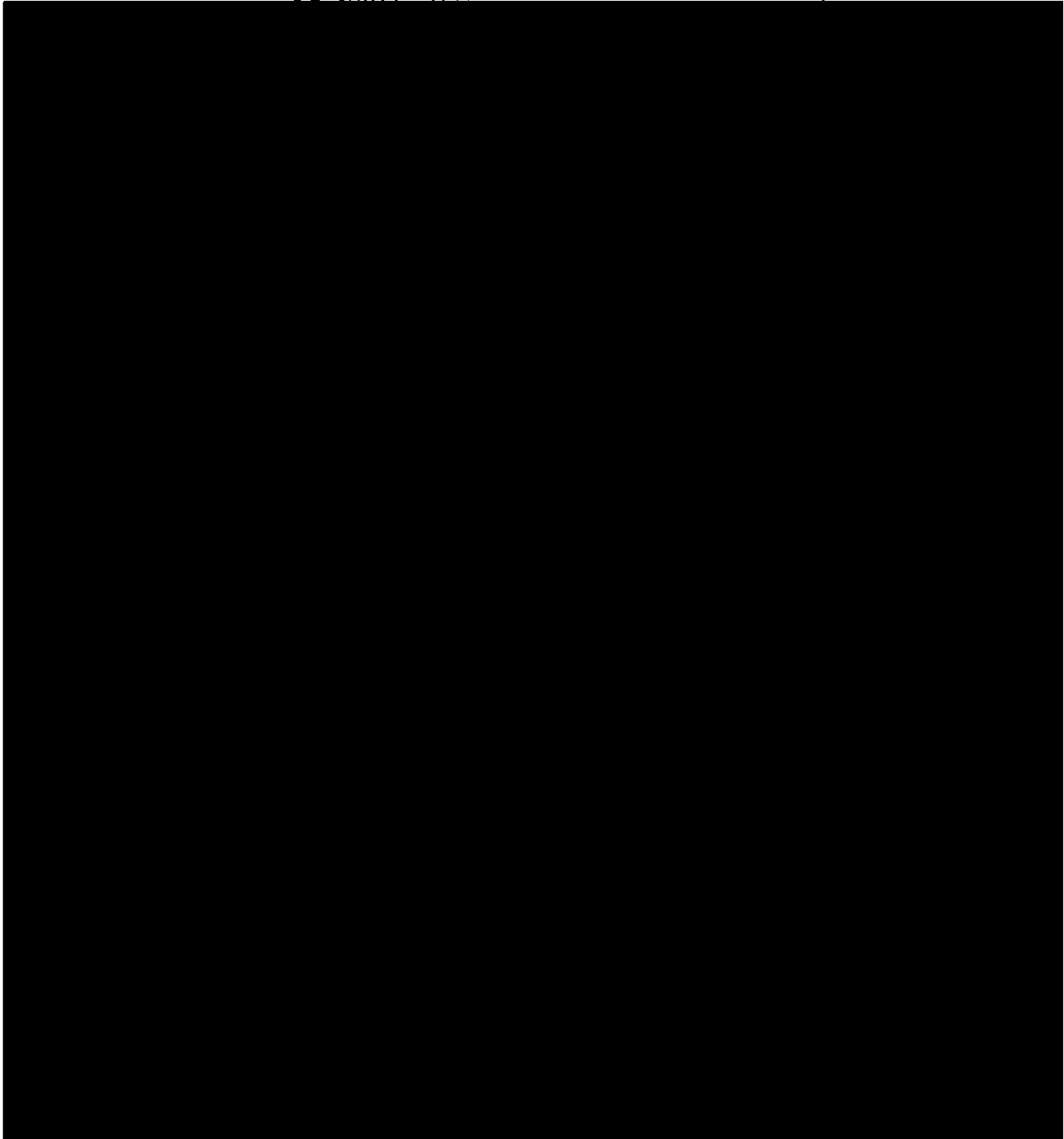
0830 hours Sick Call (female detainees)

- Self-enhancement programs begin in Classrooms, activity areas.

1000 hours Sick call (male detainees)

- 1130 hours Detainee female kitchen workers report for duty
- 1145 hours Dining hall opened to male detainees for lunch- Staff must monitor
- 1215 hours Dining hall open to female detainees for lunch - Staff must monitor
- 1245 hours Dining hall secured to detainees.
- 1245 hours Preparation for count.
- Recreation yard secured to male detainees
- 1300 hours Count time
- 1330 hours Self-enhancement programs commence in classrooms and activity areas.
- Preparation for DHS hearings
 - Court hearings
 - Asylum hearings, etc.
 - Visitation open (Saturday - Males, Sunday - Females)
 - Recreation yard open to male detainees
- 1500 hours Begin 3rd shift
- 1630 hours Classroom activity ends.
- Visitation secured
 - Detainee female kitchen workers report for duty.
 - Recreation yard secured to male detainees.
- 1700 hours Dining hall open for male detainee dinner meal - Staff must monitor
- 1730 hours Dining hall open for female detainee dinner meal - Staff must monitor
- Recreation yard open to female detainees (Monday through Friday)
- 1800 hours Dining hall secured to detainees
- Evening activities begin (movies, games, etc.)
- 2000 hours Recreation yard secured for female detainees
- 2045 hours Preparation for count
- 2100 hours blaster roster count.
- 2130 hours Recreation yard open to male detainees
- 2300 hours Lights out
- Midnight on Friday and Saturday.
 - All activities cease

SECURITY MODIFICATIONS DHS MALE PROPOSAL

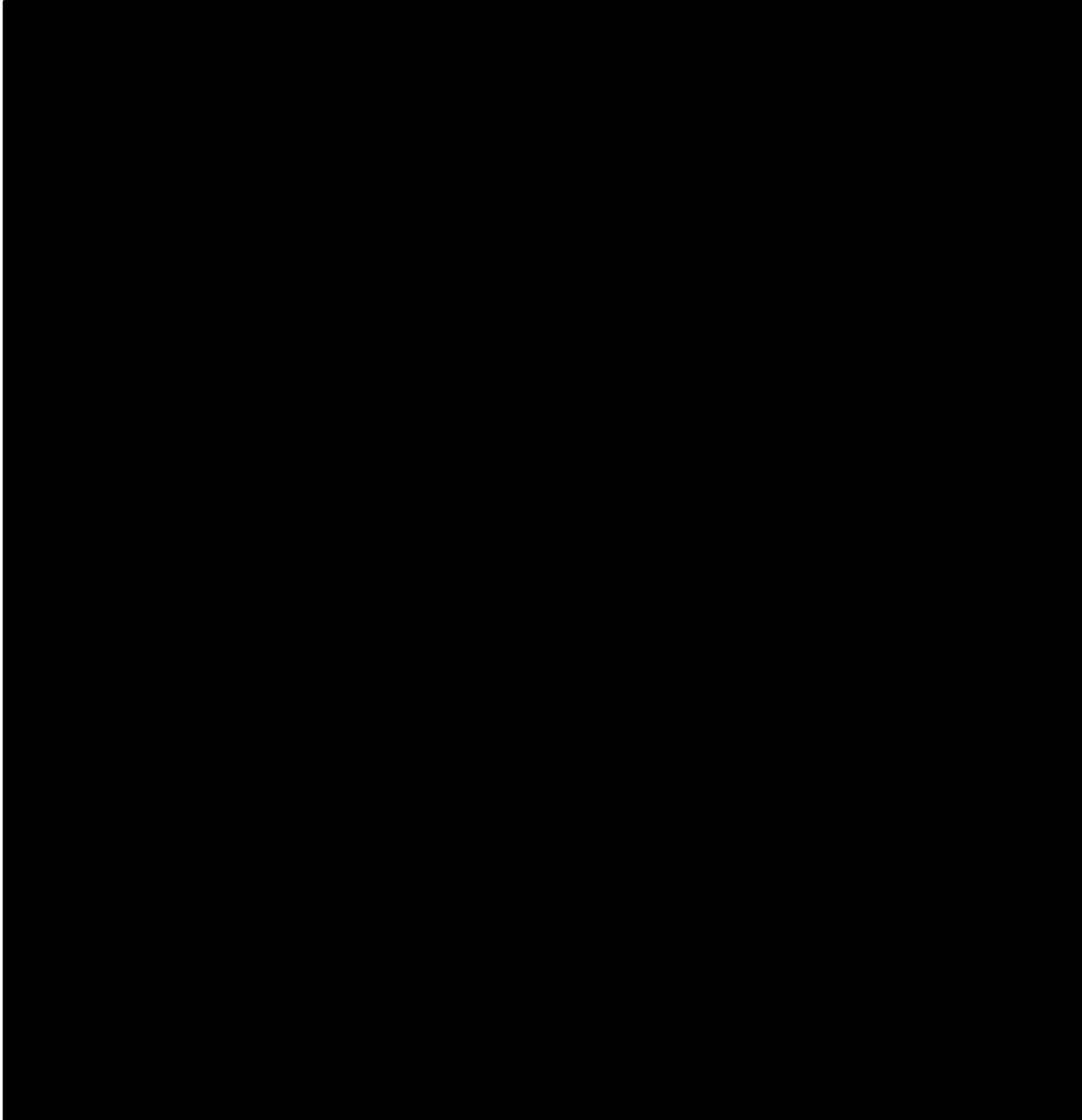


(b)(2)

 GROUND FLOOR PLAN-EXISTING

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SECURITY MODIFICATIONS DHS MALE PROPOSAL



(b)(2)



SECOND FLOOR PLAN-EXISTING

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. M008		3. EFF. DATE 10/01/2004	4. REQUISITION/PURCHASE REQ. NO. DRO-		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE IMMIGRATION & CUSTOMS ENFORCMENT OFFICE OF PROCUREMENT, LAGUNA 24000 AVILA RD, ROOM 5020 P.O. BOX 30080, ATTN: JOHN WOLFLAU 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) THE GEO GROUP INC. AMBER MARTIN ONE PARK PLACE SUITE 700 621 NW 53rd STREET BOCA RATON FL 33487 CODE 612706465 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0001 / ---		
			10B. DATED (SEE ITEM 13) 10/01/2003		

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.


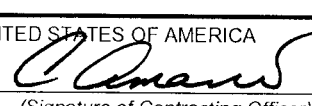
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH 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 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment	
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 incorporate Equitable Adjustment to Line Item 1001 of Option I to the contract and to indicate the increases as applied to following option periods by the present equitable adjustment. The increase for this option period is from [redacted] by [redacted] to [redacted] per manday. (b)(4)

Changes in Section B Line Items for guaranteed minimum of contract to read:

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) AMBER P. MARTIN Vice President, Contract Compliance The GEO Group, Inc.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROL AMANO ca	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-7-04	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/19/04

Vendor Official Requestor
 Receiving G104 Oblig. Other

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. M008	3. EFF. DATE 10/01/2004	4. REQUISITION/PURCHASE REQ. NO. DRO-	PAGE OF	PAGES
			2	3

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

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
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OPTION PERIOD ONE: October 1, 2004 through September 30, 2005.

1001	Guaranteed minimum [REDACTED] [REDACTED] (male/[REDACTED] female) adult detainees [REDACTED] days)	[REDACTED]	Mandays	[REDACTED]	[REDACTED]
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OPTION PERIOD TWO: October 1, 2005 through September 30, 2006.

2001	Guaranteed minimum [REDACTED] [REDACTED]	[REDACTED]	Mandays	[REDACTED]	[REDACTED]
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(b)(4)

OPTION PERIOD THREE: October 1, 2006 through September 30, 2007.

3001	Guaranteed minimum [REDACTED] [REDACTED]	[REDACTED]	Mandays	[REDACTED]	[REDACTED]
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OPTION PERIOD FOUR: October 1, 2007 through September 30, 2008.

4001	Guaranteed minimum [REDACTED] [REDACTED]	[REDACTED]	Mandays	[REDACTED]	[REDACTED]
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The modification line item Option Period One, CLIN 1001 is increased from [REDACTED] by [REDACTED] for a total amount of [REDACTED]

In accordance with FAR 52.232-18 Availability of Funds (APR 1984), funds are not presently available for performance of this contract for Fiscal Year 2005. The Government's obligation for performance is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

CONTRACTOR'S STATEMENT OF RELEASE

In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's increase in the Department Of Labor wage determination for Option Year One "proposals for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "Option Year One proposal for adjustment" except for future DOL wage determination changes.