

OMB 1103-0018
 Expiration Date: 02/28/04

AWARD/CONTRACT

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING N/A PAGE OF PAGES 1 73 plus attach

2. CONTRACT (Proc. Inst. Ident.) NO. ACD-3-C-0007
 3. EFFECTIVE DATE SEE 204 BELOW
 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. EPC-SUP-02-1065 RFP# ACD-2-R-0024

5. ISSUED BY CODE Department of Homeland Security Service ACDCPM-CAP 7701 N. Stemmons Freeway Dallas TX 75247
 6. ADMINISTERED BY (If other than Item 5) CODE Department of Homeland Security ACDCPM-CAP 7701 N. Stemmons Freeway Dallas TX 75247

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State & Zip Code) DECO-AKAL 45380 U.S. Hwy. 169 Onamia MN 56359
 8. DELIVERY FOB ORIGIN OTHER (See below) Destination
 9. DISCOUNT FOR PROMPT PAYMENT Net 30
 10. SUBMIT INVOICES TO THE ADDRESS SHOWN IN: (4 copies unless otherwise specified) 4 ITEM - See Block 12.

CODE 01-771-1888 FACILITY CODE
 11. SHIP TO/MARK FOR CODE Department of Homeland Security Service Processing Center 8915 Montana Ave. El Paso, TX 79925
 12. PAYMENT WILL BE MADE BY CODE Department of Homeland Security Dallas Finance Office P.O. Box 560947 Dallas TX 75356-0947

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c)
 14. ACCOUNTING AND APPROPRIATION DATA See Delivery Orders

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001, 0002	Non-personal services: Unarmed guard services in accordance with the attached Performance Work Statement and contract award document. Offerors technical proposal is incorporated in Section J as attachment 3.				

(Estimated) 15G. TOTAL AMOUNT OF CONTRACT \$15,062,411.20

16. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
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X C	DESCRIPTION/SPECS./WORK STATEMENT	7	X J	LIST OF ATTACHMENTS	73
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X E	INSPECTION AND ACCEPTANCE	49	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number - ACD-2-R-0024 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) DEREK J. DORR COO, EXEC VP
 20A. NAME OF CONTRACTING OFFICER Arthur S. Cooper, III
 19B. NAME OF CONTRACTOR BY [Signature]
 19C. DATE SIGNED 4/3/03
 20B. UNITED STATES OF AMERICA BY [Signature]
 20C. DATE SIGNED 4/3/03

DUNS 123597184

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 91
2. CONTRACT NO.	3. SOLICITATION NO. ACD-2-R-0024	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/15/2002	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Immigration & Naturalization Service ACDCPM/Campos 7701 N. Stemmons Freeway Dallas, TX 75247		8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7			

NOV 12 2002
13:52 pm cpc

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 7701 N. Stemmons, 8th Floor, Dallas, TX 75247 until 2:00 pm local time 11/12/03
(Hour) (Date)

CAUTION -- LATE Submissions, 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 Phil Campos	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS phil.campos@usdoj.gov
		AREA CODE 214	NUMBER 905-5392	EXT. 91	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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X	F	DELIVERIES OR PERFORMANCE	36	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	80
X	G	CONTRACT ADMINISTRATION DATA	37	X	M	EVALUATION FACTORS FOR AWARD	89
X	H	SPECIAL CONTRACT REQUIREMENTS	39				

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.

In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	10/15/02	03	11/4/02
	02	10/17/02	04	11/4/02

15A. NAME AND ADDRESS OF OFFEROR DECO SECURITY (8(a) BUSINESS PARTNER) 45380 US HWY 169 ONAMIA, MN 56359	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) DEREK DORR DECO SECURITY 45380 US HWY 169 ONAMIA, MN 56359
---	--

15B. TELEPHONE NUMBER AREA CODE: 800 NUMBER: 9689114 EXT: 140	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>[Signature]</i>	18. OFFER DATE 11/12/02
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AWARD (To be completed by Government)

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

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

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 91
2. CONTRACT NO.	3. SOLICITATION NO. ACD-2-R-002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		DATE ISSUED 07/15/2002	6. REQUISITION/PURCHASE NO.
ISSUED BY Immigration & Naturalization Service ACDCPM/Campos 7701 N. Stemmons Freeway Dallas, TX 75247		CODE	8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7		

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13:52 pm Cpc

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10. FOR INFORMATION CALL:	A. NAME Phil Campos	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS phil.campos@usdoj.gov
		AREA CODE 214	NUMBER 905-5392	EXT. 91	

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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	10/15/02	03	11/4/02
	02	10/17/02	04	11/4/02

15A. NAME AND ADDRESS OF OFFEROR AKAL SECURITY (LARGE BUSINESS PARTNER) 7 INFINITY LOOP ESPANOLA NM 87532	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) DAYA S. KHALSA AKAL SECURITY 7 INFINITY LOOP ESPANOLA NM 87532
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15B. TELEPHONE NUMBER AREA CODE: 888 NUMBER: 3252527 EXT.: 2042	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE 11/12/02
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AWARD (To be completed by Government)

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

IMPORTANT -- Award will be made on this form, or on Standard Form 25, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Description of Services: The Contractor shall provide all management, supervision, manpower, materials, supplies and equipment (except as otherwise provided) and shall plan, schedule, coordinate, and ensure effective performance of all services described herein. The Contractor shall provide professional unarmed guard services in accordance with the requirements of this Contract for the El Paso Service Processing Center, El Paso, Texas. Guards will be manning various posts with overall responsibility of guarding criminal and non-criminal detainees. Such services will be a function of the guard post orders and will be authorized by the Contractor's project manager through direction of the Contracting Officer Technical Representative (COTR). The Government will not pay to transport employees to and from work.

Start of Contractor performance for the base period and subsequent option years will be determined by a written Notice to Proceed which will be issued by the Contracting Officer upon notification to the Contracting Officer of the receipt of satisfactory security clearances for all personnel needed to begin Contract performance. In order to be in compliance with Contract terms and conditions, each offeror is advised that all security paperwork must be submitted timely in accordance with Section H. Paragraph 7.

ITEM SUPPLIES OR SERVICES	Estimated Qty	Unit	Unit Price	Extended Amount
BASE PERIOD FOR ONE YEAR (365 calendar days) 2003 / 2004				
0001 Detention Guard Services	b4	HR	b4	b4
0002 Supervisory Guard Services		HR	\$	\$
TOTAL BASE PERIOD			\$	b4
FIRST OPTION PERIOD (Commences at expiration of Base Year for 365 days) 2004 / 2005				
1001 Detention Guard Services	b4	HR	b4	b4
1002 Supervisory Guard Services		HR	\$	\$
TOTAL OPTION PERIOD ONE			\$	b4
SECOND OPTION PERIOD (Commences at expiration of First Option for 365 days) 2005 / 2006				
2001 Detention Guard Services	b4	HR	b4	b4
2002 Supervisory Guard Services		HR	\$	\$
TOTAL OPTION PERIOD TWO			\$	b4

THIRD OPTION PERIOD (Commences at expiration of Second Option for 365 days)

2006 / 2007

3001	Detention Guard Services	HR	\$
3002	Supervisory Guard Services	HR	\$
TOTAL OPTION PERIOD THREE			\$

b4

b4

b4

FOURTH OPTION PERIOD (Commences at expiration of Third Option for 365 days)

2007 / 2008

4001	Detention Guard Services	HR	\$
4002	Supervisory Guard Services	HR	\$
TOTAL OPTION PERIOD FOUR			\$

b4

b4

b4

RECAP OF ALL THE YEARS

BASE PERIOD	\$
OPTION ONE	\$
OPTION TWO	\$
OPTION THREE	\$
OPTION FOUR	\$
GRAND TOTAL	\$ 74,247,774.40
(Base year + all option years)	

b4

FOURTH OPTION PERIOD (Commences at expiration of Third Option for 365 days)

4001	DETENTION GUARD SERVICES	b4	HR \$ _____ \$ _____
4002	SUPERVISORY GUARD SERVICES	b4	HR \$ _____
	\$ _____		
TOTAL OPTION PERIOD FOUR			\$ _____

RECAP OF ALL THE YEARS:

_____	BASE PERIOD	\$ _____
_____	OPTION ONE	\$ _____
_____	OPTION TWO	\$ _____
_____	OPTION THREE	\$ _____
_____	OPTION FOUR	\$ _____
GRAND TOTAL (BASE YEAR + ALL OPTION YEARS)		\$ _____

NOTES TO BIDDERS/OFFERORS:

1. Prompt payment discounts, if offered, will not be considered as a factor for award. Prompt payment discounts will be considered for invoice payment purposes only.
2. This requirement is a competitive procurement for 8(a) Program participants only. All joint ventures or Mentor-Protégé agreements must be approved by the U.S. Small Business Administration's (SBA) Mentor Protégé Program prior to submission of a proposal. Written proof of SBA's approval must be submitted with the offeror's proposal.
3. Bid/Offer for Base/Option Year Services

Productive hourly rates for guard services will be computed by multiplying the offerors' unit price by the estimated quantity of hours. This unit price will cover all uniforms, equipment, overhead, profit, benefits, training, muster time, and other expenses over and above the wage determination and benefits. The quantities of services specified in the Schedule are estimates only, and they are being utilized for evaluation purposes only. The quantities of services are not purchased by this Contract.

4. As an example of the varied requirement amounts, the offeror is directed to the exigency at Port Isabel involving the Cuban detainees. Such surges in population may cause an increase in the requirement for guards that may be for a duration of weeks or months. The best Government estimates of normal guard requirements are included herein. Delivery or performance shall be made only as authorized by written orders issued in accordance with the Ordering clause (FAR 52.216-18). Emergency guard services, above the estimated man-hour quantities stated herein, may be required on an as needed, as ordered basis during the life of the Contract (i.e., base period plus exercised options). Historical data has shown that emergency guard services for Fiscal Year (FY) 1998 and FY1999 combined did not exceed 160 man-hours for detention guards, and 16 man-hours for supervisory guards. The unit price offered per hour is a firm-fixed-price and will also be used for payment of any additional services ordered. As a consequence the Contractor shall provide for any price differential in wage and salary or other allowable employee reimbursements occurring as a result of over time for emergency guard services. The applicable hourly rate billable to the Government for emergency services shall be as reflected in the Schedule of Prices.
5. Any mention of 365 days in the Schedule above is automatically changed to 366 days for the purpose of any leap year.
6. A single award will be made. Offerors must submit/provide/offer a price on the 12-month base period, plus all four (4) 12-month options periods in order to be considered for award. Failure to provide an offer on all five periods of performance will result in the offer being rejected.
7. PRICING OF OPTIONS
 - A. Offerors shall price the options requirements for the four (4) additional 12-month periods by assuming that the minimum hourly wages and fringe benefits approved by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial 12-month period of performance will apply to the four (4) additional optional twelve month periods. The minimum wage rates and fringe benefits applicable to the initial 12-month period of performance are outlined in the Collective Bargaining Agreement (CBA), dated 12/12/01 which is attached. Subject wage rates will continue unchanged beyond the 2/01/02 date identified in the CBA (reference CBA Terms of Agreement , page 20) until a new agreement is negotiated with the successor Contractor.

- B. In the event an option is exercised by the Government, the Contract price will be adjusted upward or downward in accordance with the clause entitled FAR 52.222-43 Fair Labor Standards Act and Service Contract-Price Adjustment (Multiple Year and Option Contracts)(May 1989). No Contract price adjustments will be made outside the FAR requirements of 22.1012-3.
- C. The Government reserves the right to exercise any, all, or none of the options for Contract services.
8. Offerors must comply with all requirements of Section L to ensure complete submission of all required documents for furnishing an offer to this solicitation.

SECTION C-1**SCOPE OF WORK**

- 1 GENERAL: Unarmed guard services performed in a professional manner, is the prime requirement of this Contract. Professional performance will be effected by the Contractor through initiative, having every employee assigned to work under this Contract qualified for duty, conducting on site inspections, and perseverance in meeting manning requisites. The start date of performance will be specified upon completion of all preparations required to start work.
- 1.2 At the time performance commences, the contractor shall provide the man-hours required to man the Post Assignments as outlined in the delivery order issued for same. It is recognized, under the terms of the contract, that the government can either increase or decrease its requirements based on the need for unarmed guard services. It is expected that guard force levels shall remain fairly constant from day to day for a given shift; however, the contractor may anticipate periodic changes in shift strength depending on the needs of the government in consideration of fluctuating detainee population levels.
- 1.3 Requests for short-term additional emergency guard services may be initiated at any time of day or night. Under normal conditions at least eight (8) hours, advance notice (both written and oral) shall be given by the COTR, but less advance notifications may be necessitated by operational circumstances of an immediate nature. The Contracting Officer will follow up such requests or circumstances with a written delivery order, confirming the number of hours for which the Contractor will be compensated.
- 1.4 When practical under normal operating conditions, an advance notice for additional emergency guard services shall be effected by letter from the COTR to the contractor's supervisor on site, confirmed by written delivery order (subject to the clause in Part I, Sec I, 52.216-19, Delivery Order Limitations (OCT 1995). The orders will establish the services to be provided and will establish the number of hours for which the contractor will be compensated. The unit price bid per hour is a firm-fixed-price and will also be used for payment of any additional services ordered. Each delivery order will contain an estimated quantity of emergency services, which are to be performed only at the expressed written direction of the Contracting Officer. The Contractor must submit separate invoices for payment for such services citing the applicable delivery order and/or delivery order modification order.
- 1.5 The Contractor shall provide its own equipment, supplies, and forms that pertain to its own business enterprise. Business activities may include replacing equipment and manpower to ensure full service at the INS location. Also, the Contractor will provide full and complete cooperation in any request or investigation conducted

requests involving off-site locations (such as accompanying detainees to a hospital or other designated locations) shall be addressed in the standing Post Orders. The Contractor shall anticipate such staffing needs to provide for all unscheduled INS requests. The Contractor's utilization of available manpower from shift changes or other sources to meet such requests resulting in overtime is not reimbursable under this firm-fixed-price Contract

- 2 CONTRACTOR ADMINISTRATION: The Contractor is responsible for the satisfactory supervision and accomplishment of all Contract work. The names of supervisors designated by the Contractor must be given to the COTR or his designee before services are started or before they enter on duty. Job titles of supervisory employees may be subject to advance approval by the Government. The Contractor is responsible for verifying attendance at all posts and positions, and for upholding the work requirements of all personnel assigned under this Contract.

2.1 Contract Effort Required

- A. Productive Man-Hours Required. The manpower outlined is the estimated productive man-hours, which have been determined by the Government, as essential to perform the work required by the Contract. As used herein, the term "Productive or Supervisory Man Hours" shall include only the actual work time of employees performing services as specified on the individual Guard Post Assignment Record. The specifications, duties, and hours of each post by shifts are described in the Guard Assignment Record, which will be provided to the Contractor by the COTR, after the Contract is awarded and the first delivery order is issued. The duties and time-of-day of posts are subject to change upon written notice from the COTR. Should the Contractor fail to provide the specified number of man-hours, deductions as specified in Section G-1 by the Contracting Officer shall be made.
- B. Additions and Deletions to Productive Man-hours Required. The Government has the unilateral right to order services in excess of man-hours stated in Part I, Section B, and the Contractor will be obligated to provide services at the specified rates shown in Part I, Section B.
- C. Short-Term Emergency Guard Services
- (1) The duration of short-term additional services will be for one (1) week or less.
 - (2) Request for short-term additional emergency guard services may be initiated at any time of day. Under normal conditions written and oral notice shall be given at least eight (8) hours in advance by the Contracting Officer and/or COTR, respectively, but less advance notifications may be necessitated by operational circumstances of an immediate nature.

2.2 Advance notice for additional emergency guard services shall be effected by letter from the COTR to the Contractor's supervisor on site, confirmed by written delivery order (subject to the clause in Section I, FAR 52.216-19, Order Limitations (OCT 1995)). The orders will establish the services to be provided and will establish the number of hours for which the Contractor will be compensated. The Contractor must submit separate invoices for payment for such services.

3 LIMITATIONS ON MAN-HOURS TO BE PROVIDED BY INDIVIDUAL EMPLOYEES: Except in situations which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, bombings, etc.) the Contractor may authorize an employee to provide no more than twelve (12) hours of service in any twenty-four (24) hour period unless the periods are separated by an eight (8) hour non-duty period. This limitation may be temporarily adjusted by the COTR verbally and later confirmed in writing by the COTR, in situations beyond the control of the Contractor.

3.1 Rules and Regulations

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

- (1) The INS Operations Manual
- (2) Post Orders
- (3) General Directives
- (4) American Correctional Association (ACA) Standards (Most current edition)
- (5) The INS Officer's Handbook
- (6) M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public)
- (7) The INS Detention Standards
- (8) All rules and regulations governing, Government buildings, facilities grounds, equipment, other real property, and other personal property.
- (9) All regulations provided to the Contractor through the COTR

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

SECTION C-2

DEFINITIONS

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

*Review
Regulations*

ACD – The Administrative Center Dallas.

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

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

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

CFR – Code Of Federal Regulations

CENTER ADMINISTRATOR - The person in charge of the facility.

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

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

CONTRACTOR - The entity that provides the services described in this performance work statement.

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

CONTRACT MANAGER - That person, or designated alternate, responsible for insuring that required services are performed, for the supervision of contract employees, and who is the one point of contact responsible for interaction with government personnel.

CONTRACTING OFFICER (CO) - An employee of the Immigration and Naturalization Service responsible for the complete conduct and integrity of the contracting process, including administration after award. (Also reference Part I, Section G, Paragraph G-2.)

COTR - Contracting Officer Technical Representative. An employee of the U.S. Government working at the Service Processing Center who is responsible for monitoring all technical aspects and assisting in administering the contract. (Also reference Part I, Section G, Paragraph G-2.)

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

DAILY - Seven (7) days a week includes all holidays.

DEFECTIVE SERVICE- A service output that does not meet the standard of performance requirement specified in the contract for that service.

DETAINEE - Any person confined under the auspices and the authority of any federal agency, primarily the Immigration and Naturalization Service. (INS reserves the right to place detainees who are in the custody of the Bureau of Prisons, the U.S. Marshals Service or any person confined under the auspices and the authority of the INS or any other federal agency.) Many of those being detained may have substantial and varied criminal histories.

DETENTION GUARD - The contractor unarmed uniformed employees charged with fulfilling the tasks of the facility post orders

DOJ - Department of Justice

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

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

ENTRY ON DUTY (EOD) - The first day the employee begins performance at a designated duty station on this Contract.

EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR) - A division within the Department of Justice responsible for conducting administrative court proceedings for detainees relating to immigration law.

FAR - The Federal Acquisition Regulations, Chapter 1, 48 CFR

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

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

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

HEALTH CARE PERSONNEL - Licensed individuals, who in keeping with their respective levels of health care training or experience, provide health services to detainees.

HEALTH TRAINED PERSONNEL (Medically trained personnel) - Public Health Service (PHS), or other officials, who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.

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

HOUSING UNIT - A segment, operating with a degree of autonomy within the confines of the larger facility. It includes a relatively small number of detainees who are housed together throughout their stay. They live in a close relationship with an assigned team of staff members.

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

INS - Immigration and Naturalization Service.

JAR - The Justice Acquisition Regulations, Chapter 28, 48 CFR.

LOT- The total number of potential service outputs in a surveillance period.

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

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

PAT DOWN SEARCH - A quick patting of the prisoner's outer clothing to determine the presence of contraband.

PERFORMANCE REQUIREMENT- The point that divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary and the Inspection of Services Clause. It is the number of defects or maximum percentage of defects in the lot that is acceptable.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) - A condensed listing of tasks, standards, acceptable quality level, and relative value of the services required by the PWS. The PRS identifies the essential service outputs of the Contract that will be evaluated by the Government to ensure Contract performance standards are met by the Contractor.

PERFORMANCE WORK STATEMENT (PWS) - That portion of the Contract (Section C) which describes the services to be performed under this Contract.

POLICY - A definitive written course or method of action, which guides and determines present and future decisions and actions.

POST ORDERS - Written or oral INS instructions, which establish the duty parameters and work expectations of an individual guard working at an individual location

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

PRODUCTIVE MAN-HOURS - hours worked by a "guard".

PUBLIC HEALTH SERVICE (PHS) - A Federal agency working in conjunction with the INS to provide health care for detainees.

QUALITY ASSURANCE - A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. The actions taken by the Government to ensure services meet the requirements of the PWS.

QUALITY ASSURANCE PLAN (QAP) - An organized written document prepared and used by the Government for quality assurance of the Contractor's performance. The document contains the Government specific methods, sampling guides, and checklists used in determining whether the Contractor

provided service meets quantity, quality, timeliness, effectiveness, and cost standards.

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

RESTRAINT EQUIPMENT - This includes handcuffs, wrist restraints, leg restraints, and disposable nylon straps.

REQUIRED MAN-HOURS - As used herein, the term "man hours" shall include only the actual working time of employees performing services as specified on the individual Guard Post Assignment. The duties specified and hours of each post by shift are described in the individual Post Orders.

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

SAMPLE- A sample consists of one or more service outputs drawn from a lot for quality assurance surveillance.

SDDO - Supervisory Detention & Deportation Officer.

SECURITY POST LOG BOOK - Official record of post operations and inspections.

SECURITY RISK – High, Medium, Low

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

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

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

SERVICE PROCESSING CENTER (SPC) - the detention facility, physical plant and grounds, at which the contractor's services will primarily be required

SHORT TERM ADDITIONAL SERVICES - (also referred to as extended hours, after hours work, callout, emergency, or work during unsettled conditions) unscheduled, nonrecurring, undetermined service required to meet contingency assignments. The duration of short-term additional services will be for one week or less.

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

SPECIAL HOUSING UNIT (SHU) - The space set aside within the facility for administrative detention or disciplinary segregation.

STATISTICAL RANDOM SAMPLING- A sampling method where each service output in a lot has an equal chance of being selected for quality assurance surveillance.

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

SUITABILITY CHECK - Security clearance process for Contractor and all Contractor employees to determine suitability to work.

SUPERVISORY GUARD - The unarmed uniformed Contractor employees designated to supervise Detention Guards in the performance of their duties.

SUPERVISORY MAN-HOURS - hours worked by a "Supervisor Guard".

SECTION C-3

CONTRACTOR FURNISHED SUPPLIES AND SERVICES

- 1 Guard Service: The Contractor shall furnish unarmed security guard services, (including management, supervision, manpower, relief guards, equipment, e.g. radios, gas masks, supplies, transportation etc., as necessary) to provide guard services on a 7-days-a-week, 24-hour-a-day basis at all times at the El Paso Service Processing Center, 8915 Montana Avenue, El Paso, Texas 79925, as ordered in the prescribed delivery orders, in accordance with the clause entitled "Ordering" FAR 52.216-18
- 1.2 General Description of Services: The Contractor shall provide competent and trained manpower at all times to perform services hereafter specified in discharging the requirements of the contract. All persons assigned to work at the protected premises shall be qualified employees of the Contractor and shall be under his control while on duty. Any contract awarded as a result of this solicitation will require the Contractor to maintain a system of records of his employees as identified elsewhere

in the Description of Services. The Contractor's employees must fulfill the following operating requirements:

- 1.3 Law and Order: The Contractor's employees will maintain law and order within the areas of assignment, and will initiate response to any incidents.
- 1.4 Entrance Access Controls: The Contractor's employees shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by INS. The Contractor's employees may accept registered mail and parcels after approval from INS.
- 1.5 Security and Fire Alarm Systems: The Contractor's employees shall operate intrusion detection systems and fire alarms, and utilize any other protection devices or equipment at the work sites as required by the security program. Operation includes resetting alarms as necessary.
- 1.6 Operating Building Utilities: When requested by written instructions from the Government, the Contractor's employees shall perform monitoring functions and record data in connection with buildings' utility systems. Operating elevators or doing mechanical tasks are excluded.
- 1.7 Control, Issuance, and Storage of Keys: The Contractor's employees will receive, issue, and fully account for all keys to the building, garages, gates, etc., which have been placed under his care on the protected premises.
- 1.8 Lost and Found: The contractor's employees shall accept receipt for and safely store lost and found articles pending return to the owners or other disposition by INS.
- 1.9 Property Removal: The contractor's employees shall not permit any government property to be taken from the protected premises, except with the consent of a duly authorized property control official which must be evidenced by a completed and signed property pass or memorandum.
- 1.10 Security Patrols: The contractor shall direct his employees to make roving security patrols in accordance with routes and schedules established in the post orders. If required by post orders, the watchman reporting systems shall be used by guards to record their presence at the designated key stations. Failure to conduct such required patrols shall be considered an abandonment of the post. The contractor shall also direct guards to turn off unnecessary lights, check safes, lock repositories and security cabinets, close windows, open and secure doors and gates and perform escort duties for both personnel and material to be transferred within each facility.
- 1.11 Unauthorized Access: Contractor's employees must discover and detain persons attempting to gain unauthorized access to a facility being protected under this contract.

- 1.12 Hazardous Conditions: The contractor will instruct guards to report daily, in accordance with INS instructions, all potentially hazardous conditions and items in need of repairs including inoperative lights, broken or slippery floor surfaces, malfunctioning equipment, etc. Disposition of these reports shall be as directed by INS.
- 1.13 Deviations from Prescribed Schedules: Contract employees are authorized to deviate from scheduled assignment when unusual conditions or circumstances so demand. However, such deviations and the pertinent reasons are to be recorded in daily logs and reported to INS.
- 1.14 Emergencies: When emergency situations requiring immediate attention arise, the contractor shall divert his uniformed personnel, as requested by INS, from their normal duties to meet these conditions. Contractor employees shall immediately summon assistance from the INS designated individual in charge in every instance and when necessary from the local police or fire departments, the COTR and other government officials. The contractor shall also effect incident inquiries, participate in bomb searches and assist in fire fighting.

When personnel diverted are no longer required for emergency work assignments, they shall be directed by the contractor to resume their normal duties. Roving patrol guards will be utilized for making emergency responses whenever available. No additional costs shall be charged to the government for these diversions, and the contractor shall not be subject to deductions applied against the normal daily work not done which was otherwise scheduled.

Incidents of this nature must be reported in writing to INS on a standard format the following day

- 1.15 Changes in Shift Strength: Because of changes in shift strengths, the contractor may be required to increase or decrease manpower to accommodate the government's needs. The government will endeavor to give the contractor seven (7) days notice prior to the commencement of a changed service requirement. Such services will be identified in writing by the COTR to be followed by a delivery order modification.
- 1.16 Civil Disturbances and Personnel Safety: Conjunctive with instructions received from INS, the contractor and contractor's employees shall perform such other functions as necessary during events of civil disturbances, attempts to commit espionage or sabotage, and other criminal acts that adversely affect the security or safety of government employees, property, alien detainees, and the general public on INS controlled premises for lawful business purposes.
- 1.17 Injury or Illness: The contractor's employees shall obtain professional assistance in accordance with instructions given by INS upon finding or being advised of injury

or illness to government employees, alien detainees, or others while in the buildings or on the grounds being protected, and will also take proper actions upon discovering persons in need of immediate help, such as applying preliminary first aid to preclude their being neglected.

1.18 Reports and Records: The Contractor shall submit to the COTR at the end of each day a report listing the following:

- Name of each employee
- Work classification(s)
- Hours worked each day per employee
- Total productive and supervisory hours worked each day

The report shall be certified for accuracy by the day watch supervisory guard. The Contractor shall, at the request of INS, prepare any special or other reports, or issue further orders and instructions as may be required in support of work within the scope of this contract. Distribution, format, and time elements for these reports will be as directed by the Government at the time of requests.

2 CONTRACT WORK PRACTICES: The Contractor is responsible for maintaining the integrity of the security program with respect to the following:

2.1 Wearing of Uniforms: All Contractor's employees are required to wear the same prescribed uniform while on duty, and no employee may enter on duty until they have been issued and are wearing complete uniforms. All uniforms must be clean, neat and in good order.

The contractor shall, prior to the commencement of contract performance, submit to the COTR documentation that the following items of uniform and equipment have been issued each employee (reference paragraph 3.2.1.4). The COTR is responsible for ensuring that the uniforms furnished under this contract comply with INS standards. Any disputes regarding application of the standards shall be referred to the contracting officer.

2.2 Contractor Furnished Uniforms - The contractor must furnish complete uniforms for all security force personnel

assigned under this contract. The government shall have the right to approve or disapprove any uniform apparel. The design of the contractor's uniforms may not be closely similar to those worn by INS officers. The color of the contractor's uniforms must be a color that has been accepted for use by large guarding service organizations in the United States. All protection force personnel who perform under this contract must wear uniforms of the same style and color. Appropriately lettered breast badges and cap insignia that indicate the jurisdiction from which

guard authority is derived shall be worn and be prominently displayed as part of each uniform in accordance with local and state laws. Shoulder patches with lettering to show the identity of the contractor will be worn on the left shoulders of all uniform items. Identification nametags shall be worn over the right breast shirt pocket. No other identification of the contractor is to be worn or be displayed on uniforms. These requirements also apply to supervisors who perform contract work. All guards assigned to the INS service center will be required to wear uniforms at all times while on duty.

- 2.3 Condition of Uniforms: Uniforms and equipment do not have to be new but must be in good condition and meet the standards at time of muster or the contractor's pay will be adjusted accordingly. Contractor employees must also be wearing a complete uniform at time of muster or else the contractor's pay will be adjusted accordingly.

<u>Item</u>	<u>Minimum Quantity</u> <u>Each Officer</u>
Shirts, short sleeve or long sleeve	3
Trouser	3
Jacket	1
Cap, baseball, or other type approved by the COTR	1
Shoes (Boots)	1 pair
Keystap w/flap	1
Flashlight, 2-4 "D" Cell	1
Flashlight holder, (snap-away) (D-Cell)	1
Whistle, thunder, w/chain attachment (metal)	1
Cap Ornament, metal or fabric	1
Nameplate, 3 1/2" x 3/4", white 1/2" lettering on black background	1
Tone Beeper (1) for use by Facility Supervisor (Sergeant)	1

Fitted respirator (PHS approved) for Tuberculosis (TB) Ward assigned guards	1
Latex Exam Glove	1(pair) + replacements
Microshield	1

The uniform shall only be worn when the officer is on official duty or when the officer is in transit between his/her place of residence and duty station.

Black colored shoes or boots are acceptable.

2.4 Contractor Furnished Equipment: The contractor shall furnish, install, operate and maintain in acceptable condition at no additional cost to the government, all equipment and supplies necessary for performance under this contract including, but not limited to the following:

- Two eight seat electric powered golf carts for transportation of detainees within the facility
- Inclement weather apparel for guards working outdoors, including jackets for cold weather.
- Sufficient number of portable, non-DES, compatible with INS two-way radio units to equip each officer on duty, plus an additional 4 portable, compatible with INS two-way radio units. Contractor shall also provide an equivalent number of chargers and extra batteries. All radio equipment shall be kept on hand at the processing center in order to assure that continuous radio communication capability is achieved. Citizens band frequencies and equipment are not authorized and will not be used by the contractor. All of the equipment must be entirely compatible with INS radios and be kept completely serviceable at all times. Maintenance and repair of the radio equipment is the responsibility of the Contractor, as well as furnishing replacement equipment when needed. Additional radios may be required if services are increased in the future.

Note: A Contractor deduction will be taken for either an insufficient number of radios or any radios found inoperable during the performance of services or both circumstances under this contract.

2.5 Supplementary Equipment: Each guard on duty shall be equipped by the contractor with supplementary equipment including, but not limited to, notebooks, pens, pencils, replacement flashlight batteries and bulbs, traffic control safety apparel (reflective vest, gloves, traffic batons, etc. for those on Main Gate Duty) and inclement weather clothing (raincoats, cap covers, etc.). Guards shall not be permitted to provide themselves

with any unauthorized supplemental or personal equipment, such as chemical agent devices, concealed firearms, knives, "come-along," or other such non-standard items.

- 2.6 Identification Credentials: The Contractor is responsible for his employees having all required identification credentials in their possession at all times while on the protected premises. Under this contract, the Contractor's credentials required by INS must contain the following for each employee:

A Contractor Identification. The Contractor will ensure that his employees maintain all required identification credentials in their possession at all times while on the protected premises. Under this Contract, the Contractor's credentials required by the INS must contain the following for each employee:

- 1) A photograph in which the distance from the point of the chin to the top of the head is one inch square. The photograph will show as a maximum, the head and shoulders of the employee, and will be no more than one (1) 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;
- 3) Emergency medical information is included on the back of this identification card;
- 4) Date of issuance;
- 5) Signature of employee; and,
- 6) Identification of validation by the issuing authority. Credentials issued by Federal or local Government agencies other than the INS, may be used to satisfy this requirement, provided that all guards working under this Contract are issued credentials which have been approved in writing by the COTR before they enter on duty. No credentials shall be more than three (3) years old;

If additional forms of identification are required during the Contract term, it shall be the Contractor's responsibility to obtain from the Government, all such credentials and furnish them to the employees. These credentials shall also be subject to the written approval of the COTR prior to being used.

The Contractor must void and immediately make the appropriate disposition of all identification credentials upon completion of assignments that result in its employees leaving duty at the protected premises.

- 3 PERMITS AND LICENSES: The Contractor is responsible for obtaining all necessary permits and licenses required by the State of Texas.

The contractor is responsible for every employee having on his person, while on duty under this contract, all required commissions, permits, and licenses.

- 3.1 Bonds: The contractor shall provide any official bonds required and pay fees or costs related to the appointment of employees as special policemen or conservators of the peace while performing the services specified under this contract.

- 3.2 Jurisdiction: The contractor's authority is limited to space that is under the charge and control of INS. Under the auspices of this contract, the contractor will not extend his services into any other areas for any reasons.

- 4 QUALIFICATIONS OF PERSONNEL: To be eligible to perform under this contract each contract employee must meet, to the satisfaction of the COTR, the following education, experience and professional qualifications, health, and security requirements prior to assignment to duty.

- 4.1 Age: All of the contractor's employees shall be a minimum of twenty-one (21) years of age (age requirements may be waived for veterans of military service and for active duty military personnel in a reserve status).

- 4.2 Education/Experience: All employees must have attained a total of any four (4) educational units defined as follows: Each successfully completed year of high school (up to four) shall be equal to one (1) educational unit. Each year of successfully completed study at college level at full time (i.e.: 12 hours per quarter, 36 hours per year) shall be equal to one educational unit. Each year of experience as a "full time" employee of a military or as a member of a police force (law enforcement capacity) shall equal one (1) educational unit. Each two (2) year period of experience as a security guard or member of other civilian security forces shall be equal to one educational unit. A "GED" or other type of high school equivalency test shall equal to four educational units.

- 4.3 Professional Qualifications for Employment: Prior to being considered for employment, each contractor employee must have completed either two years of employment with a law enforcement/security agency; or must have completed at least 40 hours of training with an accredited security officer's academy. Proof of such employment or training will be maintained by the contract manager and will be made available to the COTR upon request.

- 4.4 Professional Qualifications for Supervisory Guard Employment:

In addition to the above qualifications, supervisors must also be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement or security, commercial or industrial guard service or security). However, the Contractor shall have the prerogative of requesting the approval of another employee without two (2) years of supervisory experience if the Contractor can provide to the COTR sufficient documentation to support his selection. A key personnel resume shall be completed for each supervisor and a copy shall be provided to the COTR prior to Contract performance by the proposed supervisory employee.

4.5 Dual Positions:

The position of guard and that of supervisor cannot be simultaneously held by any Contractor employees. Guards who work on weekdays may not serve as supervisors during the weekends or at any other time. During events of short-term emergencies, as determined by the Government, supervisors may assist in performing any duties to effectively discharge the requirements of this Contract, but may not exceed four (4) hours in productive (detention guard) capacities.

4.6 Capabilities: Employees must possess and be able to demonstrate the following characteristics:

- ability to meet and deal with the general public;
- ability to read, understand and apply printed rules, detailed orders, instructions and training materials;
- ability to maintain poise and self-control under stress; and
- ability to construct and write clear and concise, but accurate and detailed reports.

4.7 Language Proficiency: All security guards provided for this facility shall be bilingual (English as primary language and Spanish, Chinese, or Russian as the secondary language). Any guard whom, in the opinion of the COTR, is not sufficiently proficient in their second language to be able to perform their contractual functions, shall be replaced by the contractor at no additional cost to the government.

4.8 Health and Physical Fitness Requirements: The Contractor shall ensure that all employees assigned are well proportioned to height and weight, and in good general health without physical defects or abnormalities that would interfere with the performance of duties. They should be free from any communicable disease.

They shall possess binocular vision, correctable to 20/40 (Snellen) in one eye and 20/70 (Snellen) in the other, with or without corrective lenses or glasses, and shall not be colorblind. Blood pressure readings should not exceed 160 systolic or 100 diastolic or be less than 105 systolic or 60 diastolic. Employees are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.

Employees shall not have heart, lung, skeletal, or other physical defects that would impair his/her ability to perform effectively in either normal or emergency situations. All employees shall possess unimpaired use of hands, arms, legs, and feet. Employees shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment. Employees shall be mentally alert and emotionally stable at all times with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situations. In addition, no employee with a history of psychiatric disorders shall be allowed to perform under this Contract. Employee candidates with a history of epilepsy or similar neuromuscular conditions will be considered on a case by case basis depending on their history of control of such a condition.

As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035, Occupational Exposure to Tuberculosis, all employees in occupations with high-risk exposure are required to have a Tuberculosis (TB) skin test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB skin test certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.

The Contractor shall report immediately in writing any changes to an employee's health status to the COTR. If the COTR determines that a Contractor employee does not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

For changes in an employee's ability to meet the physical and/or mental health requirements of this Contract, the INS reserves the right to require the Contractor to remove, suspend or reassign employees under this Contract.

- 4.9 Physical Exams: Physical fitness shall be evidenced on Standard Form 78, Certificate of Medical Examination, which must be submitted to the COTR before each employee's assignment to duty. Physical examinations shall be administered by a licensed physician and the completed forms submitted to the COTR prior to the employee's assignment to duty. Necessary forms will be supplied by the Government. The physical examinations are at the contractor's expense. For

the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the government.

- 5 CONTRACT MANAGER: The contractor shall provide the name, telephone number and address of the on site contract manager and alternate(s), in writing, to the COTR within ten (10) work days after award of the contract. The contract manager is that person, designated in writing by the contractor, who has complete authority to act for the contractor in the conduct of daily operations during the term of the contract. Either the contract manager and/or alternate(s) must carry a pager, and must respond by telephone within 30 minutes after being called. The contract manager is subject to recall. The duties of the contract manager shall not be performed by uniformed employees performing productive man-hours under the terms of this contract. The contract manager shall have the authority to accept a notice of deduction, inspection reports and all other correspondence on behalf of the contractor. The contract manager and alternate(s) shall be able to read, write, speak, and understand English to the satisfaction of the COTR. The contract manager will also ensure that employees:

Are properly trained to perform all duties as specified in accordance with the contract, and the Guard Post Assignment Record for the security post assigned:

Are properly uniformed and present a neat appearance;

Maintain a continued state of proper training; and

Possess the necessary permits, authority, etc.

Contract manager man-hours are not billable directly to either production guard or supervisory guard man hours. The contract manager, at a minimum, must meet the same training and qualifications requirements as those for supervisory guards (listed below).

- 6 DUAL POSITIONS: The position of guard and that of supervisor cannot be simultaneously held by any Contractor employees. Moreover, guards who work on weekdays may not serve as supervisors during the weekends or at any other times. During events of short-term emergencies, as determined by the Government, supervisors may assist in performing any duties to effectively discharge the requirements of this Contract, but may not exceed four hours in productive capacities.

- 7 TRAINING OF PERSONNEL: Prior to performing duties under this Contract, each Contract employee must complete the training identified in the most current version of the ACA Standards.

Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training (whether conducted by the Contractor or the Government) time is the responsibility of the Contractor. Training is normally furnished

by the Contractor, but the Government may choose to supplement Contractor training concerning local procedures.

A. Contractor's Plan for Training Employees:

The Contractor's plan for the conduct of required training as specified by this Contract shall be submitted to the COTR within ten (10) calendar days after receipt of the award notice. A plan for continuing (in-service) training at a minimum of eight (8) hours per employee per month shall be provided to the COTR for approval within five (5) calendar days of Contract start-up. All formal training required shall be administered (i.e., taught, presented) by persons who are certified as being qualified to instruct or teach the specific subjects or topics required. Certification to instruct the specific subjects shall be in the form of a certificate issued by an accredited institution of learning (school, college, university, etc.), a Governmental agency (Federal, State, county, etc.), educational certification body (agency, board, commission, etc.) or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct the subject in an authoritative, practical, and current manner. Such certification (documentation) offered shall be current (by date) and shall meet the written

approval of the COTR. Copies of the instructor's certifications and documentation shall be submitted to the COTR for written approval within 30 calendar days. Approval must be received by the Contractor prior to conducting the class. Approval must be received 20 calendar days prior to training.

A. Report of Scheduled Training:

A schedule of the required training shall be submitted to the COTR by the Contractor prior to commencement of any of the required training through the duration of the Contract. Coordination with the COTR is suggested prior to completion of the training schedule to permit incorporation into the schedule of those topics to be presented by the Government. The following shall be submitted with the training schedule:

- 1) Lesson plans detailing the presentation of the subjects as discussed in the INS Detention Standards
- 2) One (1) copy of student guides, handouts, and other teaching aids to be used by instructors.

B. Training Provided by Contractor:

The Contractor is responsible for providing the training location (classroom) and instructors for presentation of training. Although classrooms may be available at the SPC, this service should not be relied upon by the Contractor. Approval may be requested from the COTR to use these facilities. Any remuneration due the employee for attendance at any training is the responsibility of the Contractor.

Wage and salary remuneration for employees of the Contractor in training should be in compliance with all rules and regulations of the Department of Labor (specifically, an hourly rate for an employee in training should be commensurate with the rate applied during normal duties). The INS mission to maintain quality of service through training cannot be compromised.

The quantities of man-hours listed in Section B, Bid Schedule, do not include training hours. No increase in days/guards is authorized for this purpose. Compensation for employee training is the responsibility of the Contractor.

NOTE: Fifty (50) minutes is considered to be one (1) hour period of instruction. Student break periods may be scheduled at the discretion of the Contractor, but the break time will not count as part of the fifty (50) minutes per hour training time.

D. Basic Training Subjects:

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

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

**** Critical Training Subjects**

2. On the Job Training: After completion of the minimum of 40 hour basic training all Detention and Supervisory Detention Guards will receive an additional 40 hours of on the job training at specific post positions. This training shall include :

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

3. Training during initial 60-Day Period.

(a) The Contractor shall provide an additional 40 hours of training for all Detention and Supervisory Detention Guards within 60 days after completion of the initial 80 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO.

(b) The remaining 40 hours to total the required 160 hours of training within the first year of employment shall consist of subjects deemed applicable to the operation of the facility which are approved in writing in advance by the COTR.

Training Provided by Government: The designated representative of the COTR shall present the initial thirteen (13) hours of training, which includes the following:.

- | | |
|--|---------|
| A. Orientation | 2 Hours |
| 1) Tour of facility | |
| 2) Purpose of facility | |
| 3) Activity of facility | |
| B. Processing | 6 Hours |
| 1) Receiving and discharge of detainees | |
| 2) Accountability of property of detainees | |
| 3) Accountability of detainee funds | |
| C. Policy and Procedures | 5 Hours |
| 1) Post order | |
| 2) Details | |
| 3) Security | |

- 4) Tuberculosis ward procedures
- 5) Tuberculosis precautionary measures

The Contractor shall be responsible for training all new employees after the initial training session.

D. Supervisory Guard Training:

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

(a) Techniques for issuing written and verbal orders	2 HRS
(b) Uniform clothing and grooming standards	1 HR
(c) Security Post inspection procedures	2 HRS
(d) Employee motivation	1 HR
(e) Scheduling and overtime controls	2 HRS
(f) Managerial public relations	4 HRS
(h) Other company policies	4 HRS

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

3. The Contractor shall submit documentation to the COTR to confirm that each Supervisory Detention Guard has received basic training as specified in the basic training curriculum.

4. In addition to the refresher training requirements for all Detention Guards, supervisors must receive refresher training relating to supervisory duties.

E. Examinations:

Each guard shall be given a written examination by the Contractor consisting of a minimum of fifty 50 questions pertaining to the subject material. The COTR must approve the examination before it can be administered. To be eligible for this Contract, each guard must receive a score of 70% correct answers or better. The scores of the eligible guard's test must be received by the COTR before a Contract guard is assigned to guard duty under the Contract. Should an employee fail the written test on the initial attempt, they will be given three (3) additional opportunities to retake the written examination within a 90 day period. Employees failing any subject examination following three (3) test attempts shall not be permitted to work under this Contract.

F. Report on Training Completion:

A written report of completion of all required formal training shall be submitted by the Contractor for each employee. In addition, each individual who receives the training shall complete a GSA 2926, Training Course Evaluation. The Contractor shall submit all completed GSA 2926 to the COTR together with the report of training completion.

G. Follow-up Orientation:

In addition to the formal classroom training, the Contractor shall provide each employee a follow-up orientation fourteen (14) calendar days after their initial assignment to a new duty post. The Contractor shall certify to the COTR as to the completion of the follow-up orientation for each guard within forty-five (45) calendar days following their new assignment to duty. The follow up orientation will include the following subjects as well as others that may be required.

- 1) General and specific orders for the facility (one 1 hour);
- 2) Policy and specific procedures for responding to emergency;
- 3) Alarms, bomb threats, incendiary devices in the facility;
- 4) Procedure for operation of the security system within the facility (telephone and radio communication included);
- 5) Riot Control Procedures.

In the initial startup of the Contract, all employees must be trained immediately on the fixed posts.

- I. Training for Replacement Employees: All replacement employees shall meet training requirements under the same conditions unless a waiver has been granted. The Contractor shall limit the use of any untrained guard to ten (10) hours of assigned guard duty (on post) in any work week period of forty (40) hours in a consecutive four-week period and shall not utilize such an untrained guard, by extended scheduling or rehiring beyond (in excess of) the four-week period or thirty (30) days, until required training is completed.
- J. Training Inspection: The COTR or his alternate is authorized to inspect, monitor, and evaluate the conduct of all training. Monthly Contractor prepared reports relative to the status, progress and, effectiveness of training will be coordinated with the COTR.
- K. Waivers/extensions: The COTR may waive a portion or all of the training requirements or extend the period in which training is to be completed, when, in the COTR 's written

opinion, it is in the best interest of the Government. A request for waiver/extension of training shall be submitted by the Contractor for each affected employee. Waivers of training requirements shall be limited to the following circumstances:

- 1) When an unusual, immediate shortage of regularly assigned, fully qualified, full-time guards exists, because of sickness or other similar unforeseen circumstances.
- 2) When the delivery order is delivered to Contract to increase, within fourteen (14) calendar days of notification, the amount of required man-hours.
- 3) When an employee can provide documentation of prior training in the same subject areas and can submit evidence to demonstrate that he/she has been utilizing information learned in training on the job consistently for a period within the last twenty-four (24) months of the request for waiver.

M. Annual "In-Service" Refresher Training: Each employee under this Contract shall be required to successfully complete 40 hours of in-service refresher training program upon the anniversary date (twelve months) of the initial training. All requirements (i.e., instructors, certification, reporting, facilities, etc.) will be consistent with those required for initial training and qualifications. Required training will be completed, and certified, not later than thirty (30) calendar days after the anniversary date. Any employee's failure to successfully complete this required training shall result in the employee's removal and they shall not be permitted to work under this Contract. Refresher training shall consist of the critical subjects listed above and a review of basic training subjects and other subjects as approved by the INS.

NOTE: The Contractor shall coordinate re-certification in CPR and first aid with the INS training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR in both CPR and First Aid.

SECTION C-4

GOVERNMENT FURNISHED SUPPLIES AND SERVICES

1. GOVERNMENT FURNISHED ITEMS: The government, where deemed appropriate, will obtain and furnish the following at no cost to the contractor:

- Electrical and mechanical protection equipment including intrusion detection and other alarm systems, closed circuit television, and written instructions for operating procedures including verbal instructions as necessary;
- Repair and maintenance of all apparatus described above;
- Building utilities and services will be afforded the contractor to include the use of concession facilities when open and the use of medical facilities for emergency purposes;
- Telephones that are necessary for conducting the protection program as determined by the government, including but not limited to, a telephone located in the space to be used by the contractor's supervisor. Telephone services as provided by the government will be for local calls only. Long distance telephone service is not included as a government furnished service. If long distance telephone service is required by the contractor, an additional phone may be installed at the contractor's request at the contractor's expense;
- Guard offices for use by contractor's supervisor and for storage of contractor's equipment. This space is only to be used for duty related to this contract;
- Sentry booths as deemed necessary by INS;
- Detention Officer Handbook and INS Administrative Manual, Section 2788 and all changes thereto. These manuals contain basic procedures and forms that will be helpful to the contractor in understanding the purposes and operational procedures of the Service Processing Center. Copies of these manuals are available at the office of the COTR. The contractor will be given and will be expected to maintain one copy of these manuals prior to starting work under the contract;
- A Guard's Duty Book to be furnished by the COTR shall be maintained by the contractor at the central control point and shall contain complete duty instructions for all posts involved, to include instructions for emergency procedures. A separate loose-leaf binder shall be furnished by the COTR and maintained by the contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post.

Officer's Duty Books shall not be removed from government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR;

- A sufficient number of all forms the contractor will be required to maintain;
- Procedures for detaining unauthorized persons and issuing violation notices.

- 2 **PROPERTY ACCOUNTABILITY:** The contractor shall act in accordance with sound industrial practices to safeguard and protect government property against abuse, loss, or any other such incidents. Authorized Government property shall be used only for official business in performing under the contract.

All Government property furnished under this contract shall remain the possession of the Government throughout the contract term. A copy of the written perpetual inventory of all Government property issued for performance hereunder

shall be initiated and maintained by the contractor. Upon expiration of this contract, the contractor shall render a written accounting to the COTR of all such property, which has been used in providing services at the protected premises. The contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by him except for normal wear and tear, and to the extent that any such property is consumed while being used.

Except as otherwise expressly provided for in this contract, the contractor, upon expiration of services, shall immediately transmit to the Government through the COTR any and all Government property in his possession or in the possession of any individuals or organizations under his control. The contractor shall cooperate fully in transferring property to the successor if services are simultaneously assumed by another contractor with the above conditions, or the final payment will be withheld until appropriate adjustments are made.

- 3 **KEYS:** The government will furnish keys as required in order for the contractor employees to perform their assigned duties. The following rules are applicable for the proper contractor employee handling of government furnished keys:

Keys must be kept in a guard's possession at all times. Keys are to be personally given to the relief guard. Keys should never be laid down for the relief to pick up. Keys also should never be left hanging in a lock. Detainees will never be allowed to handle or touch government keys, nor will they be given codes to cipher or combination locks. Allowing one to do so is a serious security violation and may result in deductions or breach of contract. If a key should be broken, all broken parts must be retrieved and turned in to the security officer, through the Command Post, along with a memorandum explaining the circumstances and the key ring involved. Broken keys must be reported to the shift supervisor immediately by telephone.

Certain keys require special care in use and issue. Restricted keys are to be issued only to the employee

designated unless specifically approved for issue by the watch supervisor.

LOST KEYS MUST IMMEDIATELY BE REPORTED TO THE SHIFT SUPERVISOR.

SECTION C-5

SPECIFIC TASKS

1 PERSONNEL REQUIREMENTS:

- 1.1 Supervisory Guard Post Assignments: The contractor is required to provide supervisory guards for the three (3) eight hour shifts to be manned twenty-four (24) hours a day, seven (7) days a week: 11:00 p.m. - 7:00 a.m.; 7:00 a.m. - 3:00 p.m.; 3:00 p.m. - 11:00 p.m. Two (2) supervisors will be assigned to cover the 11:00 p.m. -7:00 a.m. shift. Three (3) supervisors will be assigned to cover the 7 a.m. -3:00 p.m. shift. Three (3) supervisors will be assigned to cover the 3:00 p.m. -11:00 p.m. shift
- 1.2 Detention Guard Post Assignments: There are presently 3 operating shifts at the facility with differing numbers of posts. These shifts are 11:00 p.m. - 7:00 a.m. requiring forty (40) post assignments. 7:00 a.m. - 3:00 p.m. requiring seventy-three (73) post assignments. And 3:00 p.m. - 11:00 p.m. requiring fifty-nine (59) post assignments. These posts consist of fixed positions, entrance control, or roving patrols around the perimeter gates and detention areas.

As indicated in the post orders, no detention guard shall leave his/her post until relieved by another officer. When a Contract Supervisor authorizes rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Guards on break. No supervisory guards shall be utilized to relieve detention guards (reference Section C-5, paragraph 5 E, Dual Positions). The number of hours shown in Section B, Supplies or Services and Prices/Costs, do not include time for rest or relief periods, and no increase in hours is authorized for this purpose.

Due to fluctuating population levels the Service reserves the right to increase or decrease the number of required posts per shift.

2 HOSPITALIZATION OF DETAINEES:

Upon written order of the COTR or designated INS officer, or in an emergency, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. If the detainee is admitted to the hospital, he/she will remain in the custody of a Contract

employee of the same gender as the detainee. The Contract employee will remain until relieved by another Contract employee. Twenty-four (24) hour custody shall be maintained, with constant visual observation when practicable. There shall be no telephone usage by detainees unless the Contractor receives prior COTR approval for telephone usage. There shall be no fraternization of Contract employees with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation at the hospital is not permitted. To prevent any situation that could result in a breach of security, requests for visitation while the

detainee is in detention, including hospital confinement, shall be pre-approved by the COTR prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the INS.

3 Male and Female Guards

The contractor is required to provide male and female guards necessary to meet the government's requirements. Only female guards are allowed in the female dormitories. Both female and male guards can enter male dormitories.

The post, post duties, and times to be performed are subject to change at the discretion of the Chief of Detention subject to approval from the COTR. These changes may be conveyed orally with subsequent written confirmation from the government. The specific duties (Post Orders) and hours of each post will be provided by the COTR after the contract is awarded.

- 4 POST ORDERS: The primary function of the unarmed security guards is to ensure proper custody, safety, security and control of their assigned area. In order to achieve success in their goals, they must be constantly alert to any unusual activity of detainees, security hazards, etc., which would threaten the lives of detainees or staff, or the security and operation of this facility. Each guard must strive to develop a working relationship with detainees, but must always present themselves in a professional manner. Fraternization with detainees is never appropriate.

It is the responsibility of each production guard and supervisor to read in their entirety and become thoroughly familiar with the provisions of the Post Orders. Prior to rotation from a post, each employee is required to review the Post Orders and submit recommendations to the Chief of Detention, through the shift supervisor, for any changes necessary to make the Post Orders current.

Changes or revisions in the orders shall not become effective, nor shall they be considered valid, until they bear the signature and date of the Chief of Detention.

The contract employee will not deface or attempt to amend the Post Orders or Post Analysis in any manner except by memorandum to the Chief of Detention.

It is not expected that the Post Orders will cover every conceivable situation, which a guard may confront. In performing their duties, the guards are expected to exercise good judgement both in the application of written rules and regulations, as well as in situations not covered in writing. When in doubt, the guards should contact their supervisor.

- 3.1 Individual Post Orders: Post orders for each individual post to be manned are not incorporated herein, but are available for review by contacting the COTR.

4 POLICIES AND GUIDELINES:

- 4.1 Regulations: Immigration and Naturalization Service rules, regulations, and related procedures will be enforced by the Contractor as a part of this Contract. The Contractor shall also comply with full rules and regulations governing public buildings and grounds, and shall consult, enforce, and comply with such other rules and regulations to include any changes which the Government in its discretion hereafter may adopt for the said premises.

Rules and Regulations Governing Public Buildings and Grounds, FPMR, 41 CFR 101-20.3, are applicable to all persons entering in or on such property, including the Contractor, his agents and employees.

The Contractor shall not use, or permit to be used, the Government premises for any unlawful purpose, or permit any unlawful acts in or upon the Government premises.

The Contractor shall make no modification to the government premises without the express and written prior consent of INS.

- 5 SECURITY AND ACCOUNTABILITY: Each guard will conduct daily security inspections of their entire work area, giving particular attention to any defect or tampering with locks, doors, windows, etc., and is required to immediately report their findings to the office of the Chief of Detention through the shift supervisor. Only persons assigned to a dormitory will be allowed to enter that particular dormitory. At no time will a detainee enter a non-assigned living area. Each guard shall report all absentees to the control post and request they be paged to report to their assigned area. If a detainee fails to show up after being paged by the Control Post, the Shift Supervisor should be notified immediately.

- 6 POPULATION COUNTS: Each guard must be thorough and exact in all the population counts, which are made. When taking night counts, flashlights should be used judiciously to ensure that the count is accurate. Each guard must be very exact in filling out the official count slip. The count slip is to be written in ink with no erasures or scratched out number or information. The unit guard will check to ensure the date and time are correct and ensure each guard and the

staff member covering the count have signed the count slip. All staff participating in a count is equally responsible for the accuracy of the count.

It has been determined that two (2) guards are required in each barracks unit to ensure an accurate count. One (1) guard will count and one (1) guard will watch from the doorway to ensure that no movement takes place during the count. When counting, guards should allow nothing to distract their attention short of an emergency.

Guards observing counts will position themselves in such a manner as to be able to detect any movement during counting and they must require detainees to remain absolutely quiet during all counts.

Counts are the single most important mass security procedure within the institution, and must always be thorough and accurate.

7 LOG BOOKS:

At the conclusion of each shift, the supervisor guard will sign the logbook. Indicate whether or not any items of interest have been entered, as well as the closing count.

A separate, similar logbook will be maintained by the guards in each dorm. In addition to such information as that listed above, the dorm's logbook will also include, next to the guard's name, the number of keys, which are being turned over to the relief guard.

The dorm control guard will notify the Control Post of any items of interest to be recorded in the Master Log Book.

- 8 COUNT SHEET: Each dorm is provided with a count sheet. When assuming the watch, the actual count of detainees currently being housed will be entered on the count sheet. At any time during a shift, if a detainee is taken out of the dorm, this information will be entered onto the count sheet. When a detainee is taken out of the facility for any reason, the Control Post will notify the dorm guard and this information will be reflected on the count sheet.

- 9 SUBMISSION OF REPORTS: All reports submitted by contract employees must be prompt, concise, neat, and must include complete details. Each contractor employee must include the date, time, names of witnesses, staff and detainee in the body of the report. Any mechanical failure and/or need for minor repairs must be reported on the work order form provided. This form should be filled out in duplicate and forwarded to the supervisory guard. In the event, any lock is found defective, it shall be reported immediately by telephone and then confirmed by memorandum to the Chief of Detention through the shift supervisor.

- 10 **SERIOUS INCIDENTS:** In the event of any escape, suicide (or attempt), assault on any employee, assault on detainee, altercation between two or more detainees, or the recovery of dangerous contraband, a memorandum report shall be prepared. The report must include all known, pertinent facts about the incident, including witnesses and possible witnesses. The physical area of a serious incident should be secured as soon as possible. Any evidence should be protected to ensure that it is not defiled. All fires causing damage to property and/or requiring the use of fire extinguisher will be reported on the appropriate form. A copy of this report will be forwarded to the Safety Manager, through the shift supervisor the following working day.
- 11 **EMERGENCIES:** All guards will take preventive measures and initiate corrective action in the event of escapes, fire or any situation that might jeopardize the security of the facility or well being of any staff member or detainee. An escape, fire, or an uncontrollable disorder will be reported immediately to the Command Post by radio. In the absence of orders, the contractor employee is expected to do everything possible to bring the situation under control. If a telephone is not available, the contractor employee should use any other means necessary to spread the alarm and summon help.
- All unusual conditions, circumstances or suspicious actions should be immediately reported to the Chief of Detention through the shift supervisor. Although trivial in appearance, such events or circumstances may indicate potential trouble impending risks. A guard must be alert to the total surrounding environment. Unusual behavior, rumors or information of a significant nature should be documented and passed to all concerned throughout the chain of command.
- 11.1 **Emergency Procedures:** It is the responsibility of each guard to be familiar with emergency plans and procedures. This includes the apprehension plan, internal disturbance plan, external disturbance plan, work stoppage plan and hostage situation procedures. These plans and procedures are confidential, but may be checked out for review. The plans are available in the office of the Chief of Detention and must be reviewed by all contractor personnel.
- 11.2 **Control of Contraband:** The Contractor shall conduct searches for contraband in conjunction with INS personnel at least twice a month in all areas to which detainees have access. Searches shall be unannounced and irregularly timed. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated and turned over to an INS supervisor. Custody Officers shall document records of searches in the INS logbooks and forward a report to the COTR within 24 hours of discovery.
- 12 **RULES AND REGULATIONS FOR DETAINEE BEHAVIOR:** Each guard must learn all the rules and regulations of the facility in order to instruct detainees in an intelligent manner. Each guard is expected to firmly, but diplomatically, enforce the

rules and regulations without showing partiality, in order to maintain security, control and the harmonious morale of the facility. Examples of the rules and regulations, which must be enforced by all guards, would include the following:

- 12.1 Appearance: No detainee shall be allowed to offend others by neglect of the ordinary requirements of personal hygiene. Diligent supervision is necessary in order to maintain a neat appearance. Detainees are expected to wear assigned clothing (uniform) when out of the dormitory area. Detainees are required to wear only facility issued shoes on their work assignments. Detainees will not be allowed to wear open-toed shoes or go barefoot while in sporting activities.
- 12.2 Linen: Keeping the essential amount of linen in the facility is an ongoing problem, and when conducting any inspection, any excess linen will be removed and possible disciplinary action taken on recurring cases. The following items of issue are the only amounts allowed for each detainee: two (2) sheets; one (1) pillow case; one (1) pillow; one (1) bath towel; one (1) blanket and one (1) mattress.
- 12.3 Television: The guard shall ensure that television sets are operated according to procedures established by the Facility Supervisor.
- 12.4 Gambling: Gambling in any form is strictly prohibited.
- 12.5 Bed Making: Beds are to be made neatly with one blanket, hospital style, with a six (6) inch collar. Beds not in use will be stripped of linen and the mattress will be folded. Bed positions will be consistent throughout the unit, that is, lengthwise against the wall and parallel to one another. Beds are to be made and areas cleaned by 7:30 AM.
- 12.6 Sanitation: Good sanitation requires constant attention by all personnel. Each detainee is responsible for his or her own area, including walls and windows. In open areas of the unit, detainees are responsible for cleaning; however, this does not mean other detainees may disregard sanitation standards in these areas.
- 12.7 Dormitory Property: The guard shall ensure that any property damage is reported as outlined in FPMR, 41 CFR 101-20.3. Cardboard boxes or other improvised containers are prohibited in housing units. Improvised shelves or other such devices made of personally owned material or facility material is prohibited.
- 12.8 Personal Property: The mishandling of detainee property creates resentment and distrust. Therefore, the guard conducting inspections and/or shakedowns should take care not to damage or destroy the authorized property of detainees. The guard should make every effort to return all articles to their original place, leaving the area as it was prior to the search, except for those items determined to be contraband which are removed.

When a detainee is removed from a housing unit to the hospital, administrative segregation, or other facility, it is the responsibility of the unit guard on duty at the

time of change to inventory the detainee's personal property and forward it to the Supervisor guard for proper disposition. No property is to be released until the detainee signs for his property.

- 12.9 Legal Papers And Books: Detainees will be allowed to retain personal legal materials pertaining to their case and legal reference materials. If more space for this is needed, the INS Shift Supervisor should be contacted to provide storage.
- 12.10 Medication: Medications are restricted to those items from the health unit in envelopes bearing the identification of the contents, name and number of the person to whom it is issued and date of issue.
- 12.11 Conduct: Each detainee is expected to respect the rights and feelings of those about him. It is the duty of all contractor employees to correct violations of conduct which are contrary to good order and discipline, such as loud, boisterous talk and profane language and horse play. Detainees are not permitted to wear hats or smoke in the dining room. A guard should not hesitate to stop detainees at any time for questioning or search. Boisterous behavior and line cutting is expressly forbidden in the dining room and any other area involving lines and groups of detainees. Loitering by detainees in the front areas of units or units to which they are not assigned is prohibited. Loitering in the area of the Administrative Building and walkways and in the vicinity of the visiting area is prohibited. Detainees attending religious activities are to proceed directly to that area.

No more detainees are permitted at a table in the dining room than the number for which the table was designed. Linger in the dining room is prohibited. No food or condiments may be taken from the dining room except for fresh fruit when on the menu and only that amount which each detainee is allowed according to the menu. Detainees are not to be in the area of the Administrative Building unless on approved business. Practice of the martial arts, boxing, wrestling, etc. within the confines of the facility is prohibited.

- 12.12 Visiting Between Units: Inter-unit visit is not permitted. Being inside the doorway of another unit is considered to be inter-unit visiting. Control in this area reduces theft and nefarious dealings among detainees.
- 13 SEARCHES: The Contractor shall ensure that all guards conduct necessary searches in accordance with the INS Detention Standards (M-482) and Service policy.
- 14 SAFETY: The observance of all safety procedures is a matter of continuing concern to all employees. It is each contractor employee's responsibility for safeguarding the well being of detainees under INS care and to promptly report any and all injuries to the Chief of Detention through the shift supervisor.

- 14.1 Watch Calls (Officer Safety Checks): Watch calls are required from all guard posts between the hours of 6:00 PM and 6:00 AM. They are for the contractor employee's protection as well as the security of the facility. Watch calls are made every half-hour beginning at 6:00 PM to the Control Post.
- 15 WORK ASSIGNMENT CREWS: A complete roster will be made of all volunteer work crews daily. The processing post guard will ensure that detainees do not have civilian clothing under their work uniforms. The guard must also ensure that all detainees who are assigned to volunteer work crews are promptly returned at the completion of their work assignments.
- 16 USE OF FORCE: The INS restricts the use of physical force by detention guards to instances of justifiable self-protection, protection of others, protection of property and prevention of escapes. Physical force shall only be used to the degree necessary to safeguard the well-being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:
- 1) In no case shall physical force be used as punishment or discipline.
 - 2) The Contractor shall adhere to INS' Detention Standard policy on the use of non-deadly force.
 - 3) The responsible detention guard(s) shall immediately verbally report all instances of use of physical force to the COTR or INS supervisor on duty. Prior to leaving his/her shift, the guard(s) shall immediately prepare a written report and submit it to the INS supervisor on duty. The Project Manager shall review, approve, and provide the report to the COTR within 24 hours of the incident.
 - 4) The physical force report shall include:
 - a) An accounting of the events leading to the use of force.
 - b) A precise description of the incident to include date, time, place, type of force necessary, and reasons for employing force.
 - c) A description of the person (Contractor employee, INS Detention Officer, or detainees) who suffered what injuries, if any, and the treatment given.
 - d) A list of all participants and witnesses to incident.

Occasionally an event of a serious nature may take place within the facility that would warrant immediate action, such as removal from the area of the individual or individuals involved. Extreme care and good judgement must be used at these times to avoid compounding the problem. A suggested solution would be, assuming the situation has cooled sufficiently, to call the detainee(s) involved, to the INS Shift Supervisor's office at a later time for questioning and/or action.

16.1 Intelligence Information: The Contractor shall notify an INS Supervisor or COTR immediately on issues which could impact the safety, security, and the orderly operation of the facility, or information concerning potential national security issues.

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

- 1) The Contractor assumes absolute liability for the escape of any detainee in its control.
- 2) The Contractor shall provide the COTR with copies of the Contractor's written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all Contractor employees, escorts, supervisors and management personnel. These procedures must be approved in writing by the COTR, be reviewed at least annually, and updated by the Contractor as necessary.
- 3) Escapes shall be grounds for removal from duty of the employee(s) responsible if the employee(s) was/were determined in writing to be at fault by the Contractor or the contracting officer.
- 4) Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
- 5) The Contractor shall be assessed a deduction of one-thousand five-hundred dollars (\$1,500.00) per escapee for each escape which occurs while detainees are in the custody of the Contractor.
- 6) The INS may make deductions due to nonperformance under the Inspection of Services clause of the Contract.

17 ECONOMY OF OPERATIONS: Each contractor employee is required to take steps to prevent the abuse of equipment and waste of supplies and utilities. Lights are to be turned off when not needed. Detainees are to continually be instructed and supervised in the safe, economical, and correct use of equipment and supplies in order to prevent waste and misuse.

18 NEW EMPLOYEES: All guards are expected to help train new and untrained guards. It is the guard's responsibility to demonstrate the approved techniques of custody, security, and control, and to supervise the effective application of these techniques.

A black rectangular box containing the word "Escape" written in a cursive, handwritten style.

- 19 PERSONAL APPEARANCE: Contract employees should take pride in their own personal appearances. Slovenliness and carelessness reflect adversely on everyone. Effectiveness in supervision of detainees will be enhanced if the contractor employee maintains a neat professional appearance and proper attitude. Contractor employees must be neat and clean in their personal appearance.
- 20 PERSONNEL CONDUCT: It is the responsibility of all guards and employees of the UNITED STATES IMMIGRATION AND NATURALIZATION SERVICE to conduct themselves in an irreproachable manner at all times, including both on duty or off duty. It is required that Contractor activities never cause embarrassment to the Service or the Federal Government.

While on duty, no guard or employee is permitted to engage in non-work related activities. These activities include but are not limited to, watching television, reading magazines, newspapers, novels, etc., playing games or engaging in other non-productive amusements. Each guard's work performance has direct bearing on his/her personal safety, the safety of fellow guards, and the safety and security of the entire facility.

Contract employees must at all times conduct themselves courteously with dignity and restraint. Guards and supervisors both are not to use profanity. Employees are expected to display sound judgement in daily performance of their duties and to cooperate cheerfully and willingly with their fellow employees. Friendliness and teamwork among employees engenders mutual understanding, optimism, and a good climate that eventually extends to the detainees and the community. A good attitude among employees is of prime importance if a facility is to function properly. Concepts in detainment of people require a professional approach to all aspects of detainee behavioral management. Acceptance by all members of the staff of mutual responsibility for the success of all programs will serve to create a climate in the facility that is productive.

As a guard, one must avoid the varied pitfalls inherent in the job. A common pitfall develops from allowing a detainee to discuss the guard's personal affairs or the affairs of other staff members. The contract employee is neither allowed to accept small favors from nor perform small favors for any detainees. (Guards can be sure that the primary interest of detainees is themselves and any expressed interest in the guard's personal life, affairs and/or philosophy may have ulterior motives.) Detainees

may discuss their personal problems with contract staff but for contract staff to reciprocate is a serious mistake. The contract employee is advised not to become distracted to such a point that conversing with a detainee will hinder the performance of required duties and responsibilities.

- 21 HOSTAGES: Under no circumstances, should Guards take orders from, heed the instructions of, or otherwise act under the direction of any person who in their

judgement leads them to believe might be a hostage or acting under duress. By way of explanation, any staff member shall be considered without rank or authority if being held hostage. The next highest-ranking staff member who is free to act upon his/her own volition shall be considered in charge of the detention facility.

- 22 DETAINEE MOVEMENT: Movement of detainees inside the confines of the facility will be closely monitored. Guards supervising detainees should screen carefully all individual detainee requests to leave their assigned area. This would include requests to go to the medical unit, attorney consultations, and family visits.
- 23 HOUSING UNIT OPERATIONS: The unit guard is an integral part of the housing unit. He/she is to assist and participate in unit operations as required by the Shift Supervisor. There will be some minor variations in procedures from one unit to another due to the varying activities in the different units; however, these differences are minimal. In situations where the unit guard feels there is a conflict of duties or instructions, he/she should consult the Shift Supervisor for clarification.
- 24 QUARTERS AND CONVALESCENCE STATUS: Quarters means that the detainee, because of illness or injury, is confined to his bed in his unit except to go to meals, sick call, religious services and visits.

Convalescence status is generally less restrictive than quarters. Generally detainees on convalescence are not confined to the unit and may go to various areas. All detainees in quarters and convalescence are accounted for by the unit guard in the same manner as he/she accounts for all other detainees.

- 25 DAILY INSPECTION: The Contractor is responsible for making daily inspections during each shift for all posts that are operational; GSA Form 139 or other forms designated by INS must be signed during these inspections. The Contractor shall keep duplicate copies of these forms on site at all times if the originals are removed more often than once a month.
- 26 CONTRACTOR WORK REQUIREMENTS: The criteria for the Contractor to follow in establishing work schedules and Contract relief, rest periods, and for starting and stopping work are as described below:
- 26.1 Posting Work Schedules: The Contractor shall prepare work schedules in advance for a two week period for guard personnel and will post those schedules in designated areas. Schedules shall be prepared on GSA Forms 1874 or other forms designated and furnished by INS. Changes in duty hours shall be posted on the schedule in sufficient time to ensure that affected employees are properly notified.
- 26.2 Starting and Stopping Work: The Contractor is responsible for all employees being in full uniform and ready to begin work promptly at the start of their shifts, and for assuring that they remain at their duty locations in full uniform until the end of their complete period of assignment unless relieved.

26.3 Recording Presence: The Contractor shall direct his employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty at the Processing Center. GSA Form 139 or other INS forms (furnished by INS) shall be used by the contractor's supervisory and regular personnel to register their presence at the applicable work site(s). The Government shall specify the registration points, which will be at the protected premises,; and the contractor must utilize those points for this purpose. Guards working as supervisors will make the designation "Supervisor" in the rank column on GSA Form 139 or other forms designated in INS; all others will enter "On Duty"; the applicable post or position numbers may be entered in the "relief" column after mutual concurrence between INS and the contractor. Supervisors and patrols will sign in and out at each building visited. Each successively lower line on GSA Form 139 or other forms designated by INS must be completed in chronological order, without exceptions. Lines may not be left blank among signatures in any daily period. Should an entire line be used to enter a calendar date for separating individual workdays, a one-line limit for each such date entry will be followed. Erasures, obliteration, superimposed or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors in signatures, times, post numbers or duty status are made on this form, the next line immediately below or following on subsequent sheets, lines containing such errors, will be used to record all information for every column in the correct manner. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach detailed memorandum of explanation to each form containing erroneous entries for the purpose of describing the reasons behind those mistakes. Payment of invoices will be based on the above procedures.

26.4 Restrictions on Tours of Duty: For Contract purposes, the normal maximum length of a tour of duty is eight (8) hours. The Contractor may not use any uniformed personnel for more than twelve (12) hours out of any 24 consecutive hours. The Contractor further will not permit any member of the guard force to work more than a combined total of 12 hours within any 24-hour period if working at another project and subsequently under this Contract. This restriction may be waived by COTR in emergency situations, which are beyond the control of the contractor.

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

26.5 Guard Post Assignment Records: All details, procedures, and instructions necessary for proper performance at each duty location will be provided by the COTR verbally and in writing on GSA Form 2580, or other forms designated by INS. These forms, referred to as post orders, are valid only after the COTR signs them. The Contractor or an authorized representative will sign such documents to indicate receipt. The Contractor cannot refuse to accept post orders within the scope of the Contract.

There will be a separate post order for each post or supervisory position. The Contractor is responsible for enforcing compliance with all such orders. Representatives of other Government agencies may not issue post orders to either the Contractor or his employees, and the Contractor will not accept any such orders except at his own risk and expense. If the Contractor's employees work hours are not properly authorized by the Contracting Officer or the COTR, INS will not pay for those hours. Likewise, if the Contractor's employees fail to work any required hours or perform any required duties, monetary adjustments shall be made for inadequate performances.

- 26.6 Rest Periods: When rest or relief periods are authorized by the contractor or his supervisors, the contractor will assign relief guards to backfill for employees who leave duty locations for rest breaks. The number of days/guards shown in the Schedule-Service/Supplies and Prices do not include time for rest or relief periods, and no increase in days/guards is authorized for this purpose. The relief guard shall be used.
- 26.7 Contract Relief: Where it is required by work assignments that contractor's employees not leave their places of duty until a contract relief is made, this condition must be explicitly stated on GSA Form 2680 or other forms designated by INS, and the contractor will enforce the procedure without exceptions.
- 26.8 Eating at Post: None of the contract guards will be allowed to eat meals while at their posts. Guards must be relieved first. A thirty-minute lunch period for each employee per 8-hour shift is mandatory.
- 26.9 Smoking: Smoking is only permitted in the designated smoking areas. Smoking is not permitted at any post.
- 26.10 Muster of Contractor's Employees: It is mandatory that all employees muster fifteen (15) minutes prior to reporting for duty during any shift. At this time, the contractor's employees reporting for duty will sign in. When including the cost of muster time in their offers, offerors should consider muster time to be an indirect cost rather than a direct cost.

During the muster, the contractor's employees will be checked for proper uniforms and equipment. Signing out will take place at the Command Post. After muster, the contractor's supervisory guard is to report to the Chief of Detention any discrepancies in meeting the contract requirements. The COTRs or their designee shall monitor the muster.

- 26.11 Encroachment: The Contractor will not permit his employees to disturb papers on desks, open desk drawers or cabinets, or use Government telephones for purposes other than as authorized by INS. Contractor employees will not enter any areas of the protected facilities unless necessary for the performance of their duties.

26.12 Personnel Professionalism: The Contractor will assure that employees meet the standards of competency, training, appearance, behavior, and integrity as required in this contract. Where necessary, the Contractor will effect disciplinary action against employees who disregard those standards.

27 REMOVAL OF CONTRACT GUARD: The Government may also request the contractor to immediately remove any employee(s) from the worksite should it be determined that individuals are being assigned to duty who are found to be unfit for performing security duties during their tour(s) of duty. For clarification, a determination of unfit may be made from, but not be limited to, incidents involving the most immediately identifiable type of misconduct or delinquency as set forth below:

- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
- Neglect of duty, including sleeping while on duty, unreasonable delays of 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 site.
- Falsification or unlawful concealment, removal, mutilation, or destruction and any official documents or record, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarrelling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the government.
- Theft, vandalism, immoral conduct, or any other criminal actions.
- Transporting onto the facility, selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects.
- Improper use of official authority or credentials.
- Unauthorized use of communications equipment or government property.
- Misuse of weapon(s).
- Violation of security procedures or regulations.

SECTION E – INSPECTION AND ACCEPTANCE

1. The Role of Government Personnel and Responsibility for Contract Administration

- a. Contracting Officer. The Contracting Officer has the overall responsibility for the administration of this Contract. The Contracting Officer, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from Contract payments for nonperformance of unsatisfactory performance; terminate the Contract for convenience or default; issue final decisions regarding Contract questions or matters under dispute. However, the Contracting Officer may delegate certain other responsibilities to his authorized representatives.
- b. Contracting Officer's Technical Representative (COTR):

(To be furnished after award)

Telephone:

The Contracting Officer designates the Contracting Officer's Technical Representative (COTR) to assist in the discharge of responsibilities. The responsibilities of the COTR include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this Contract; acting as the Government's representative in charge of work at the site; ensuring compliance with Contract requirements insofar as the work is concerned; advising the Contractor of proposed deductions or nonperformance or unsatisfactory performance; and, advising the Contracting Officer of any factors which may cause a delay in performance of work.

- c. Ordering Official. An official designated by the Contracting Officer to place individual orders under this Contract. Designation of the Ordering Official(s) will be accomplished after Contract award. A list of authorized Officials will be provided to the Contractor.

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

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.

(c) The Government has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a sub-contractor, the Contractor shall furnish, and shall require sub-contractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by repeat performance, the Government may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

(2) Reduce the Contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Government may--

(1) By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the Contract for default.

(g) The Government will institute a Occupant complaint Program as a means of assisting in documenting certain kinds of service problems. The Occupant complaint program will be considered in evaluating a Contractor's performance and in taking deductions.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

52.242-15 Stop-Work Order AUG 1989

52.242-17 Government Delay of Work APR 1984

F-2 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the Contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this Contract.

SECTION G - CONTRACT ADMINISTRATION**1. CONTRACT ADMINISTRATION**

This Contract will be administered by:

Frank Andrews
Administrative Contracting Officer (ACO)
US Department of Homeland Security
Immigration and Customs Enforcement
7701 N. Stemmons Freeway
Dallas, TX 75247

TELEPHONE: b2Low E-MAIL: b6

2. All written communications shall make reference to the Contract number and shall be mailed to the above address.
3. PAYMENT – GENERAL

Any inquiries regarding payment shall be directed to:

Immigration & Naturalization Service
Dallas Finance Center (DFC)
PO Box 560947
Dallas, TX 75356-0947

4. SUBMISSION OF INVOICES

Invoices shall be submitted in an original and three (3) copies to the address specified below. Insure that the invoice contain the contract number, taxpayer identification, invoice submission date, and period of service. Invoices shall be submitted on the 1st of each month for services rendered in the previous month:

U.S. Immigration and Naturalization Service

INS: Don George
El Paso Service Processing Center
8915 Montana Avenue
El Paso, Texas 79925

5. DEDUCTIONS FOR FAILURE TO PROVIDE PRODUCTIVE MAN-HOURS

The Contracting Officer's Representative will compare the hours reported by the Contractor with the Record of Time Arrival and Departure. In the event the Contractor reports more hours than are reflected on the time-in/out sheet, the sign-in and out sheet will prevail. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for productive labor, deductions will be made at the current productive hourly rate incurred by the Government to provide the service, or the Contract rate, whichever is greater. Deductions will be made at the Contract rate indicated on the Criteria for Deductions Section G-1.

6. FINAL PAYMENT

Before final payment is made, the Contractor shall furnish the Contracting Officer with a "Release of Claims" against the Government relating to this Contract. Other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the Contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 USC 3727, 41USC 15), a release may also be required of the assignee.

7. JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)

- (a) Jose Hernandez, El Paso Service processing Center, 8915 Montana Avenue El Paso, TX 79925 is designated to act as the primary COTR under this Contract. Tim Robbins and Alfred Fierro, will serve as the alternate 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, direct changes that fall within the purview of the General provisions clause entitled "Changes", and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussion it is desirable to alter/change Contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

SECTION G-1 CRITERIA FOR DEDUCTIONS

DEFICIENCIES:

1. Failure to Provide Productive Hours

Detention Guards	The hourly rate for each hour not performed
Supervisory Guards	The hourly rate for each hour not performed

2. Inoperable/Insufficient Equipment

Detention Guard	The hourly rate of Detention Guard assigned per hour per equipment item
Supervisory Guard	The hourly rate of Supervisory Guard assigned per hour per equipment item

NOTE: Deductions will be calculated at the beginning of the shift in which the

3. Unsatisfactory Uniform(s)

Detention Guard	The hourly rate of offending Detention Guard per hour out of uniform.
Supervisory Guard	The hourly rate of offending Supervisory Guard per hour out of uniform.

NOTE:

(1) **In the event a representative of INS is utilized to backfill or assume the duties of a Contract Detention Guard employee under this Contract, the actual cost of this employee to the Government for such service may be**

utilized as a criteria for deduction under Deficiency 1 above, if such cost is greater than the listed deduction.

(2) While the Government may take a deduction for inadequate performance or performance not otherwise compliant with the Contract, such deductions do not signify the Government's acceptance of such performance. Inadequate or non-compliant performance may become a basis for Termination for Default, in accordance with the clause at FAR 52.249-8, included by reference in this Contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. PERMITS AND LICENSES

In performance of work under this Contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, and municipal laws.

2. EMPLOYMENT OF ILLEGAL ALIENS

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

3. STANDARDS OF CONDUCT

The Contractor shall develop standards of employee conduct and specific disciplinary actions, which are consistent with the Federal Standards of Conduct, 5 CFR Part 2635. The Contractor shall hold his employees accountable for their conduct based on these standards, which are not restricted to, but must include:

- (a) Contractor staff shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
- (b) No Contractor employee may deal with any detainee except in a relationship that supports the approved goals of the facility. Specifically, staff members must never accept any personal (tangible or intangible) gift, favor or service, from any detainee or from any detainee's family or close associate no matter how trivial the gift or service may seem, for themselves or any members of their family. All staff members are required to report to the immediate supervisor any violation or attempted violation of these restrictions. In addition, no staff member shall give any gift, favors, or service to detainees, their family, or close associates. The Contractor will immediately report any violations to COTR or his designee.
- (c) No Contractor employee shall enter into any business relationship with detainees or their families (example – selling, buying or trading personal property).
- (d) No Contractor employee shall have any outside or social contact (other than incidental contact) with any detainee, their family, or close associates.

- (e) The Contractor shall report all violations or attempted violations of the standards of conduct (referred to in this section) or any criminal activity to his COTR or his designee. Violations may result in employee dismissal by the Contractor or at the discretion of INS. 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.
- (f) The Contractor shall provide all employees with a copy of the 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 employees beginning work under this Contract.

4. INSURANCE REQUIREMENTS

(a) Worker's Compensation and Employer's Liability

- (1) The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes; however, notwithstanding the permissibility of deductibles under those statutes, worker's compensation shall be obtained without any deductibles. If occupational diseases are not compensated under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least the following limits (and without a deductible) shall be provided.

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Diseases - \$100,000 each employee

Except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

- (2) Even though the laws of a State (such as Texas) might allow a Contractor be a non-subscriber to worker's compensation, the Contractor is required to carry and maintain worker's compensation insurance (without deductible) and employer's liability insurance. If occupational diseases are not covered under the worker's compensation policy, it shall be covered under the employer's liability section of the insurance policy.

Employer's liability insurance coverage shall be as specified in (a) above.

(b) General Liability Insurance

General liability insurance coverage written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. The deductible under such policy shall not be greater than (I) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$510,000 for property damage.

- (c) Automobile General Liability Insurance – A minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage provided for automobile liability insurance coverage written on the comprehensive form such policy shall not be greater than (i) \$10,000 per person or person or \$25,000 per occurrence for bodily injury or (ii) \$2,000 for property damage.

Note: The Contractor shall agree to insert the substance of this language in all subcontracts hereunder, if any.

Evidence of insurance is to be provided to Administrative Contracting Officer (ACO) at the address below before notice to proceed on Contract can be issued. The Contractor's Proof of Insurance Certificate must include the contract number, name and address of government agency, and the insurance company shall provide the ACO 30 days notice prior of cancellation of any insurance policy.

Department of Justice
Immigration and Naturalization Services (ACDCAP)
7701 N. Stemmons Freeway
Dallas, TX 75247

5. INDEMNIFICATION

A. Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this Contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

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

B. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a

third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this Contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

C. Government's Right of Recovery

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

D. Government Liability

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

6. DAMAGE TO GOVERNMENT PROPERTY FROM CAUSES OTHER THAN CONTRACTOR'S NEGLIGENCE

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

7. PERSONNEL SECURITY REQUIREMENTS

All employees (to include sub-Contractors, temporary employees, part-time employees, replacement employees under any resultant Contract shall submit to security processing. Contractor employees hired under Immigration and Naturalization Service (INS) Contracts requiring clearances shall not commence work under the Contract until authorization has been issued by the INS Contract Security Office to the INS COTR. All prospective Contract employees shall submit the following completed forms.

1. Standard Form 85P--Questionnaire for Public Trust Positions (original plus one copy).

2. Supplemental Statement Relating to Individuals Who Have Relatives Living in Another Country (original plus one copy).
3. Form FD 258 Fingerprint Card (2 copies).
4. Copy of birth certificate (if a US citizen)
5. I-9 employment eligibility verification

Necessary forms, except the I-9, will be provided by the Government at time of Contract award. Only complete security packages will be accepted by INS Contract Security. The Contractor will submit all completed security forms within ten (10) days after award. Specific instructions on submission of packages will be provided upon award of Contract. Contractor employees working for another Contractor previously cleared by INS who are subsequently retained by another Contractor are not required to resubmit security packages (Note also the requirements of Clause 52.222-50, Non-displacement of Qualified Workers).

INS shall have and exercise full and complete control over granting, denying, suspending and terminating employment security clearances for employees and prospective employees. If a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR will advise the Contractor that the employee shall not be considered eligible for Contract performance.

All employees of the Contractor must be United States citizens, or Legal Permanent Residents (LPR's) of the United States, before they can be employed under a Contract. The employment of LPR's will be addressed on a case-by-case basis, after determining the sensitivity level of the position.

The Government reserves the right and prerogative to require the Contractor to terminate the services and restrict access to the facility of any Contract employee who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with the DOJ Standards of Conduct, 28 CFR 45.731.1 through 45.731.26, or who otherwise may be a security risk.

The COTR and the Regional Contract 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 will be informed in writing by the Contracting Officer of the proper action to be taken in order to affect compliance with such requirements.

NOTE: The Contractor is advised to only submit the names of prospective employees who's integrity, credit, and moral character will sustain the security clearance investigative process of the INS. For purposes of prospective employee security checks, the following guidance is provided. What INS will look most seriously upon is prospective employees who fail to truthfully represent their credit history or other background information; and who make no attempt at all to pay a debt.

Based on the security requirements of the INS, the anticipated time frames for events after award would be as follows: Within 10 days after award:

- a) Contractor will provide the COTR with all security form packages for all new Contractor and subcontractor personnel.
- b) Contractor will provide all necessary proof of insurance to the Contracting Officer.

Within 30 days after award:

Security clearances would be completed for the Contract Manger and personnel from some (if not all) work locations, and a pre-performance conference will be scheduled.

8. TIME OF WRITTEN NOTICE OF EXTENSION

This Contract is renewable at the option of the Government in accordance with FAR Clause 52.217-8, "Option to Extend Services", at the prices/rates stated in the Schedule of Prices for the Contract period immediately preceding the exercise of the option. The Contracting Officer will give written notice of renewal to the Contractor as soon as possible, or within 30 days after funds for that Fiscal Year becomes available, whichever date is later.

9. ACCIDENT PREVENTION

a. The Contractor shall provide and maintain work environments and procedures that will:

1. Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
2. Avoid interruptions of Government operations; and
3. Control costs in the performance of this Contract.

10. Options

A. If the Government exercises this option for renewal, the Contract as renewed shall be deemed to include this option provision. However, the total duration of this Contract, including the exercise of any options under this clause, shall not exceed 60 months.

B. 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.

C. The Government may increase the quantity of items called for herein by requiring the delivery of items identified in Section B as option items at the price(s) set forth therein. The Contracting Officer may exercise this option, at any time within the extended ordering period specified in paragraph A of this Clause, through the issuance of orders. Delivery of

the items or performance of services added by the exercise of this option shall be accomplished in accordance with the terms and conditions of this Contract.

11. Required licenses

The Contractor shall also acquire and provide proof to the COTR at least three (3) business days prior to the start-up date of the delivery order that the Contractor has all licenses required by the State, County, and City where the service is to occur.

SECTION I – SERVICE CONTRACT CLAUSES

FAR 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: <http://www.arnet.gov/far>.

<u>REFERENCE</u>	<u>TITLE</u>
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 or Copied Double-Sided on Recycled Paper (AUG 2000)
52.207-3	Right Of First Refusal Of Employment (NOV 1991)
52.209-6	Protecting The Government's Interest When Subcontracting With Contractor's (JUL 1995)
52.215-2	Debarred, Suspended, or Proposed For Debarment 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)
- 52.215-11 Price Reduction For Defective Cost or Pricing Data-Modifications
(OCT1997)
- 52.215-12 Subcontractor Cost or Pricing Data
(OCT 1997)
- 52.215-14 Integrity Of Unit Prices
(OCT 1997)
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or
Pricing (OCT 1997)
Data – Modifications.
(Alt IV)
- 52.217-8 Option To Extend Services
(NOV1999)
- 52.217-9 *Option To Extend The Term Of The Contract
(MAR 2000)
- *Fill in for Clause 52.217-9 (a) thirty (30) days either prior to or after the expiration
date of the existing Contract period; sixty (60) days before Contract expires. Twelve (12)
months.*
- 52.219-8 Utilization of Small, Business Concerns
(OCT 2000)
- 52.219-11 *Special 8(A) Contract Conditions
(FEB 1990)
- *Fill in for Clause 52.219-11 Department of Immigration and Naturalization Service,
Administrative Center Dallas*
- 52.219-14 Limitations On Subcontracting
(DEC 1996)
- 52.222-3 Convict Labor
(AUG1996)
- 52.222-4 Contract Work Hours And Safety Standards Act-Overtime Compensation
(SEP 2000)
- 52.222-21 Prohibition Of Segregated Facilities
(FEB1999)
- 52.222-26 Equal Opportunity
(FEB 1999)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam
Era,(DEC 2001) and Other Eligible Veterans.
- 52.222-36 Affirmative Action For Workers with Disabilities
(JUN 1998)
Employment Reports on Special Disabled Veterans, Veterans of the
Vietnam (DEC 2001)
Era and Other Eligible Veterans.
- 52.222-37 Employment Reports on Special Disabled Veterans,
(DEC 2001)
Veterans of the Vietnam Era, and Other Eligible Veterans

- 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
(MAY 1989)
(Multiple Year And Option Contracts)
- 52.222-47 *SCA Minimum Wages and Fringe Benefits Applicable to Successor
Contract Pursuant (MAY89)
to Predecessor Contractor Collective Bargaining Agreements (CBA)
**Fill in for Clause 52.222-47 between the incumbent Contractor Southwestern Security Services, Inc. and the International Union Security Police & Fire Professionals of America (SPFPA) Union*
- 52.223-5 Pollution Prevention and Right to Know Information
(APR1998)
- 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
(APR1984)
- 52.227-1 Authorization And Consent
(JUL 1995)
- 52.228-5 Insurance- Work On A Government Installation
(JAN 1997)
- 52.229-3 Federal, State, And Local Taxes
(JAN 1991)
- 52.229-5 Taxes-Contracts Performed In U.S. Possessions or Puerto Rico
(APR1984)
- 52.232-1 Payments
(APR 1984)
- 52.232-8 Discounts For Prompt Payment
(MAY 1997)
- 52.232-9 Limitation on Withholding of Payments
(APR 1984)
- 52.232-11 Extras
(APR 1984)
- 52.232-17 Interest
(JUN 1996)
- 52.232-18 Availability Of Funds
(APR1984)

- 52.232-19 *Availability Of Funds For The Next Fiscal Year
(Apr 1984)
**Fill in for Clause 52.232-19 September 30, 2002. September 30, 2002*
- 52.232-23 Assignments Of Claims
(JAN 1986)
- 52.232-25 Prompt Payment
(FEB 2002)
- 52.232-34 Payment of Electronic Funds Transfer— Other than Central
52.232-35 (MAY 1999)
- Contractor Registration
- 52.233-1 Disputes
(JULY 2002)
(Alt I)
(APR 1984)
- 52.233-3 Protest After Award
(AUG 1996)
- 52.237-2 Protection of Government Buildings Equipment, and Vegetation
52.237-3 (APR 1994)
- 52.242-13 Bankruptcy
(JUL 1995)
- 52.243-1 Changes-Fixed Price
(AUG 1987)
(Alt I)
(APR 1984)
- 52.245-2 Government Property (Fixed-Price Contracts)
(DEC 1989)
(Alt I)
(APR 1984)
- 52.246-25 Limitation Of Liability—Services
(FEB 1997)
- 52.248-1 Value Engineering
(FEB 2000)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price)
(SEP 1996)
- 52.249-8 Default (Fixed Price Supply and Services
(APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

FULL TEXT CLAUSES

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

As prescribed in 15.408(l), insert the following provision:

Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

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

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

Alternate I (Oct 1997). As prescribed in 15.408(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

Alternate II (Oct 1997). As prescribed in 15.408(1), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.408(1), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

Alternate IV (Oct 1997). As prescribed in 15.408(l), replace the text of the basic provision with the following:

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: [Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

This Contract is subject to the written approval of Headquarters Immigration and Naturalization Service, Director of Procurement Division and shall not be binding until so approved.

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 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 or task 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. When the Government requires supplies or services covered by this Contract in an amount of less than zero shifts per quarter year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 28,350 eight-hour shifts per quarter year (105 guards per shift, 3 shifts per day, 90 days).

(2) Any order for a combination of items in excess of 31,320 eight-hour shifts per quarter year (number includes quantity of supervisory detention officers); or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (Oct 1995)

(a) This is a requirements Contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this Contract. Except as this Contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this Contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this Contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this Contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

52.219-12 Special 8(a) Subcontract Conditions.

As prescribed in 19.811-3(b), insert the following clause:

Special 8(a) Subcontract Conditions (Feb 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. _____ [insert number of Contract] with the DECO-AKAL to furnish the supplies or services as described therein. A copy of the Contract is attached hereto and made a part hereof.
- (b) The N/A, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
- (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. ACD-3-C-0007 for the consideration stated therein and that it has read and is familiar with each and every part of the Contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Immigration and Naturalization with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Immigration and Naturalization Service..
 - (4) That it will notify the Immigration and Naturalization Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Immigration and Naturalization Service.

52.219-17 Section 8(a) Award. (DEC 1996)

(a) By execution of a Contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the Contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Immigration and Naturalization Service the responsibility for administering the Contract with complete authority to take any action on behalf of the Government under the terms and conditions of the Contract; provided, however that the Contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the Contract.

(3) That payments to be made under the Contract will be made directly to the subcontractor by the Contracting activity.

(4) To notify the Immigration and Naturalization Service Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(a) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decision of the cognizant Contracting Officer under the "Disputes" clause of the subcontractor.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the Contract.

© The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Immigration and Naturalization Service.

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns.

As prescribed in 19.811-3(d), insert the following clause:

Notification of Competition Limited to Eligible 8(a) Concerns (June 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the Contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this Contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service Contracts.

(2) DECO-AKAL will notify the Immigration and Naturalization Service Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**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 Informational Purposes Only:
It IS NOT a Wage Determination**

Employee Class Monetary Wage—Fringe Benefits

STATEMENT OF WAGE RATES AND FRINGE BENEFITS

COMPARABLE RATES: The Service Contract Act of 1965, as amended, requires the Contracting agency to state the comparable rates which employees would be paid if employed by the Government. These rates are for information only, and do not control the rates to be paid under the Contract. The following classes of service employees expected to be employed under the Contract would, if employed by the General Services Administration, be paid not less than:

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u> <u>% OF HOURLY AS FRINGE</u>
SECURITY GUARD (GS-06)	\$12.11
DETENTION OFFICER (GS-7)	\$14.66
SUPERVISORY SECURITY GUARD (GS-9)	\$17.93
Retirement	20.4%
Life & Health Insurance	3.7%
Workman's Compensation	1.9%

Sick Leave provided by law: 13 days per year

Paid Holidays provided by law: 10

Vacations or paid leave provided by law: (1) two hours of annual leave each week for an employee with less than 3 years of service (2) three hours of annual leave each week for an employee with 3 but less than 15 years of service (3) four hours of annual leave each week for an employee with 15 or more years of service.

INFORMATIONAL STATEMENT OF WAGES AND FRINGE BENEFITS

This procurement action is subject to the requirements of the Service Contract Act (SCA) of 1965, as amended. Contractors not familiar with obligations under this statute place themselves in significant jeopardy if non-compliant during performance of a Federal Contract. Any questions regarding the extent of the obligation by the Contractor under the SCA should be addressed to the U.S. Department of Labor (DOL).

WAGE DETERMINATION: Offerors are advised that the various classes of service employees who will be employed in the performance of the Contract awarded under this solicitation **MUST BE PAID** the minimum monetary wage and shall be furnished fringe benefits shown on the attached Collective Bargaining Agreement, dated August 1, 2000. These determinations were issued under the provisions of the McNamara O'Hara Service Contract Act (79 STAT. 1034), and in accordance with Part 4.3 of 29 CFR Part 4.

**52.222-47 Service Contract Act (SCA) Minimum Wages And Fringe Benefits
(MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Southwestern Security Services, Inc., and the International Union Security Police & Fire Professionals of America (SPFFA) Local 725. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the Contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

SECTION J LIST OF ATTACHMENTS

Attachments

1. Collective Bargaining Agreement
2. Performance Requirements Summary
3. Contractors Technical Proposal

AGREEMENT

Between

SOUTHWESTERN SECURITY SERVICES, INC.

and

INTERNATIONAL UNION

SECURITY POLICE & FIRE PROFESSIONALS OF AMERICA (SPFPA)

and its

LOCAL 725

El Paso Processing Center

El Paso, TX

Effective August 1, 2000

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PREAMBLE

THIS AGREEMENT, entered into this 1st day of August, 2000, by and between SOUTHWESTERN SECURITY SERVICES, INC., HEREIN AFTER REFERRED TO AS THE "Company" and the INTENTIONAL UNION, SECURITY, POLICE & FIRE PROFESSIONALS OF AMERICA (SPFPA) and its LOCAL UNION NO. 725, hereinafter referred to as the "UNION."

ARTICLE I

BARGAINING UNIT

This Agreement is entered into by and between SOUTHWESTERN SECURITY SERVICES, INC., herein after referred to as the "Company" and the INTERNATIONAL UNION, SECURITY POLICE & FIRE PROFESSIONALS OF AMERICA (SPFPA) and its AMALGAMATED LOCAL UNION NO. 725, hereinafter referred to as the "Union."

The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Relations Act and as certified by the National Labor Relations Board in Case No. 16-RC-10217 dated June 8, 2000, including all full-time and regular part-time security officers performing guard duties as defined in Section 9(B)(3) of the National Labor Relations Act, as amended, who are employed by the Employer at 8915 Montana Avenue, El Paso, Texas, excluding all other employees, off-ice clerical employees, professional employees, and supervisors as defined in the Act. This agreement shall be binding upon both parties, their successors and assigns.

In the event of a sale or transfer of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE 2

BARGAINING OBLIGATIONS

A. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities.

ARTICLE 3

MANAGEMENT'S RETAINED RIGHTS

Section I-- Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- A. Hire
- B. Assign work;
- C. Promote, demote;
- D. Discharge, discipline, or suspend for just cause;
- E. Require employees to observe reasonable Company rules and regulations, determine when overtime shall be worked;
- F. Determine the qualifications of an employee to perform work.

Section 2 -- Any of the rights, power of authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 4

CLASSIFICATIONS

A. Full-time employees are those employees who regularly work thirty (30) hours or more a week.

B. Part-time employees are those who regularly work less than thirty (30) hours a week. Part-time employees are eligible for all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.

C. Employees covered by this Agreement shall not be required to deliver office supplies furniture, equipment or distribution that does not pertain to normally assigned duties.

D. Employees covered by this agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE 5
SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE 6
EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following:

employment, upgrading, promotion, demotion, or transfer, and selection of training.

The parties agree to comply with all applicable federal laws and Executive Orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous place, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

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The provisions of this Article will not operate to invalidate any other term or condition of this Agreement. The Company and the Union agree not to discriminate against an employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

The use of the masculine pronoun herein is understood to refer to and include both masculine and feminine gender.

ARTICLE 7
TRIAL PERIOD - NOTIFICATION

Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first one hundred twenty (120) calendar days of employment, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall accrue seniority

from the date of his hire.

ARTICLE 8
SENIORITY

1. Seniority for all employees shall mean the total length of time the employee has been employed by the Company and predecessor companies at the INNS Processing Center, El Paso, Texas, unless otherwise provided for in this Agreement. Full-time employees and part-time employees shall be placed on separate seniority lists.

2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the one hundred twenty (120) day probationary period. 3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however,

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they shall not accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return **to a position on the seniority list to which their full-time seniority entitles them.**

4. In the event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off, in accordance with the seniority roster agreed to by the Company and the Union. It is understood that probationary employees will be laid off before employees with seniority.

5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company OR recall. The employee will then have a maximum of three (3) calendar days to report for duty.

6. An employee who is unable to report to work because of a non- occupational injury or illness shall retain their seniority for one (1) year from the employee's last day worked, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.

7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

Employee is discharged for just cause; Employee voluntarily quits;

Employee has failed to express his or her intent to return to work, and/or does not return to work in

accordance with the requirements in this Article;

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Employee fails to report to work for two (2) consecutively scheduled days without notifying the Company, except in case of circumstances beyond his or her control with a valid documentation;

An employee transfers out of the bargaining unit, except as provided in this Article.

8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in the management position. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which his retained seniority entitles him.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising quarterly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and they shall be maintained by the Company. When the Company determines that an opening exists, the Company will fill the opening with the most senior qualified employee.

11. Laid off employee will have recall rights for a period of (18) months from the

employee's last day worked on the job provided employee meets qualifications.

ARTICLE 9
DISCHARGES

A. The Company shall have the right to discharge, discipline or suspend employees for just cause.

B. Any employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.

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ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance shall be defined as any dispute concerning the application or **interpretation of this Agreement**, or any dispute concerning **wages, hours, or working conditions of employees** covered by this Agreement, between any employee(s) of the Union and the Company. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.

B. The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set out below, serve a written grievance on the other party. When the Company requests a meeting with the Union

committeemen during working hours, the committeemen will not be docked [a reduction in wages] for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one work day and no overtime shall be paid. In the event of grievance on the graveyard shift, the company agrees, as may be reasonable, to meet with the Union at 0700 a.m.

during regular work days for the purpose of discussing the grievance.

C. GRIEVANCE PROCEDURE

Step 1

Any employee having a grievance under this Agreement shall first discuss his grievance with his immediate shift supervisor with his committeeman present. The aggrieved employee or his committeeman shall orally discuss the grievance with the aggrieved employee's immediate shift supervisor not later than three (3) working days after the occurrence causing the grievance.

Step 2

If the matter is not resolved in Step 1, the grievance shall be submitted in writing signed by the aggrieved employee and his committeeman and submitted to the Captain within seven (7) working days from the receipt of the written grievance. The written grievance, in addition to the above, shall contain the following:

- (a) The conduct complained of;
- (b) The specific provision(s) of this Agreement allegedly violated by the conduct;
- (c) The date on which the said conduct occurred;
- (d) The date of filing of this grievance; and
- (e) The position or demand of the Union.

The Captain shall submit his answer in writing within seven (7) working days from receipt of the written grievance to the aggrieved employee and the committeeman.

Step 3

If the matter is not resolved in Step 2, the Union may appeal the grievance in writing to the Company's Project Manager within seven (7) working days from receipt of the Captains answer. Within ten (10) working days from the receipt of the Union's appeal, a meeting shall be held either by phone or in person between the Company's Project Manager or his designee(s). A written decision after the conclusion of such meeting -will be given t(i the Union's designee(s). Any union officer or committeeman attending such meeting will not be docked for time lost attending such meeting.

Step 4

If the matter is not resolved in Step 3, the Union may request arbitration in the following manner:

- (a) Within ten (10) working days after the rejection of the grievance in Step 3, the Union may request the Federal Mediation & Conciliation Service to **furnish** a list of seven (7) available arbitrators.
- (b) **Within ten** (10) working days after the receipt of the list of arbitrators, representatives of the Union and the Company will alternately strike a name and the last remaining name on the list shall be the arbitrator to hear the case. The first party to strike shall be determined by the toss of a coin; for any subsequent arbitrations, the parties will alternate as to who will strike first.
- (c) Any grievance upon which a disposition including denial is not made by the Company within the prescribed time limits or such extension as may have been agreed to, will be deemed settled on the basis of the Union's last written demand. Any grievance not carried to the next Step by the Union or aggrieved employee within the prescribed time limits, or any such extension as may have been agreed to, shall be automatically closed without any further right of appeal by the Union or the employee upon further right of appeal by the Union or the employee upon the basis of the last disposition by the Company.
- (d) The arbitrator shall not have the authority to alter, amend or change the terms and provisions of this Agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The reasonable fees and expenses of the arbitrator shall be borne equally by the Company and the Union.
- (g) Time limits set forth herein may be extended only by mutual agreement in writing of the Union and the Company. Holidays shall be excluded in the time limits.

ARTICLE 11
DISCIPLINARY ACTION

Any time an employee is to be interviewed and disciplinary action may be taken, there shall be a Union representative present. Both the / employee and the Union representative are entitled to know what the subject of the meeting is and are entitled to consult prior to the interview.

ARTICLE 12
OVERTIME

- A. Overtime pay is calculated at one and one-half (1-1/2) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek, and two (2) times the employee's regular rate for all hours worked in excess of twelve (12) hours in one (1) workday. Hours paid for but not worked, e.g., holidays, sick days and vacation, do not count as hours worked for overtime purposes.
- B. It is agreed employees will not be given time off in order to offset the payment of overtime.
- C. Overtime will be distributed as equally, as reasonably possible among employees on each shift. Overtime hours worked by an employee whether worked or refused will be charged to the employee by the Company on the overtime record for determining distribution.

ARTICLE 13
WAGES

- A. Employees shall receive not less than the minimum wage rate as set forth in Appendix "A" attached hereto and made a part hereof.

B. In the event an employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and

failure of equipment beyond the Contractor's control shall **nullify the Contractor's requirement to pay** such reporting pay. C. In the event an employee is called in to work after the completion of his regular scheduled shift, he shall be given a minimum of four (4) hours pay at the applicable rate of pay.

D. Shift Differential

(1) The first or grave/night shift is a regular work shift, the majority of the working hours fall between 11:00 p.m. (2300) and 7:00 a.m. (0700). A shift differential of twenty-five cents (\$.25) per hour shall be added to the regular straight-time hourly rates, only for those employees who are required to work night shift.

(2) The third or swing/evening shift is a regular work shift. the majority of the working hours fall between 3:00 p.m. (1500) and 11:00 p.m. (2300). A shift differential of fifteen cents M15) per hour shall be added to the regular straight-time hourly rates, only for those employees who are required to perform evening shift work.

ARTICLE 14
LEAVES OF ABSENCE

A. A leave of absence may be granted in the Company's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence shall not be granted for employees to work elsewhere.

B. All requests and approvals for leave of absence must be in writing signed by the employee.

C. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must

furnish the Company with a copy of his or her orders within five (5) days of receipt of such orders.

ARTICLE 15
BULLETIN BOARD

A. The Company shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of non-controversial notices, such as:

- (1) Notices of union recreational and social affairs;
- (2) Notices of union elections;
- (3) Notices of union appointments and results of union elections;
- (4) Notices of union meetings.

B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters.

ARTICLE 16
BEREAVEMENT LEAVE

A. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay, including all benefits and allowances. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state and required travel one way of a distance of more than four hundred fifty (450) miles, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay, including all benefits and allowances.

B. The immediate family is defined as the employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), grandparents, and grandchildren.

C. The Company may require proof of the death for which an employee requests a paid leave.

ARTICLE 17 HOLIDAYS A. All full time employees will receive eight (8) hours pay at their normal hourly rate, including all benefits and allowances, provided such employee works his scheduled work day, immediately preceding and following the holiday, for the following ten (10) holidays:

New Year's Day	Thanksgiving Day
Independence Day	Martin Luther King, Jr.'s Birthday
Veterans' Day	Memorial Day
Washington's Birthday	Columbus Day
Labor Day	Christmas Day

B. If an employee fails to work on the day preceding or day following, or the holiday when scheduled, he shall be ineligible for pay for unworked holiday, unless he had failed to report, or perform work, because of his sickness supported by appropriate U.S. doctor's certificate, or because of death in the immediate family (mother, father, including children, brother, sister, husband, wife, grandchildren and grandparents).

C. The ten (10) holidays shall be paid for regardless of the day of the week on which they fall.

D. The employee who is scheduled to work on any of the above-named holidays, but fails to report to work for such holiday shall not receive holiday pay and shall be subject to discipline.

E. Employees who work on any of the above listed holidays shall be paid one and one half (1-1/2) times their regular rate of pay, in addition to the eight (8) hours holiday pay, for all time worked on the holiday. The employee will not be entitled to a day off for the holiday.

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ARTICLE 18
VACATIONS

A. Full-time employees covered by **this agreement who have continuously been employed within the bargaining unit at INS Processing Center** at El Paso for a period of one (1) or more years shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rate of pay.

B. Full-time employees covered by this Agreement who have been continuously employed at INS Processing Center at El Paso for a period of five (5) or more years shall receive three (3) weeks paid vacation based on one hundred twenty (120) straight-time hours at their normal rate of pay.

C. Full-time employees covered by this Agreement who have been continuously employed at El Paso for a period of ten (10) years or more shall receive four (4) weeks paid vacation based on one hundred sixty (160) hours at their regular rates of pay.

D. Part-time employees are eligible for vacation benefits on a pro-rata basis. For example, part-time employees who have been continuously employed for one (1) year and who regularly work less than thirty (30) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.

E. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee in accordance with seniority after the employee's anniversary date, but the assignment exclusively reserved for the Company in order to insure the orderly operation of the customer's facilities.

F. No vacation pay will be prorated for full time unless otherwise provided in this Agreement.

- G. Vacation time is not earned until the employee's anniversary date.

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ARTICLE 19
SICKPERSONAL LEAVE BENEFITS

- A. **Full-time employees** with one (1) year of continuous service shall be eligible for paid sick/personal leave benefits of six (6) days for each twelve (12) months of continuous service, accrued on a pro-rata basis for each full month worked, subject to the following conditions.
- B. Sick leave will be payable for full days of absence due to illness commencing on the first consecutive day of illness and will not be paid for more than eight (8) hours at the employee's regular straight-time rate for each day the employee is eligible to receive sick
- B. Sick leave will not be considered as time worked for purposes of computing overtime. Any amount received by the employee from State Disability Insurance or Worker's Compensation will be subtracted from the sick leave.
- C. Proof of disability or sickness may be required by the Company after three (3) consecutive days of absence.
- D. Sick/Personal leave shall not accrue from year to year. Employees may use accrued leave as personal days as long as a seven (7) day notice is given and approved by the Project Manager. All unused accrued sick/personal leave will be forfeited at the end of each year.

ARTICLE 20
JURY SERVICE

Full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to six (6) days in any calendar year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury service.

Said reimbursement shall be offset by any jury fees received by the employee. Employees must inform their supervisor immediately upon receiving a notice to report for

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jury service. The Company reserves the right to request an exemption when the Company determines that the employee's absence would create hardship.

ARTICLE 21
STEWARDS

The Company agrees to recognize one (1) steward and one (1) alternate per shift at the INS Processing Center duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the work station to conduct Union business. Stewards shall be compensated by the Company for time spent investigating or conferring with respect to an individual grievance which arises during the steward's regular working time.

ARTICLE 22
PHYSICAL EXAMINATIONS

The Company may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents and upon reasonable suspicion of drug or alcohol use or impairment. The Company may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Company shall bear the cost of any such physical examinations. If an employee should test positive for the presence of illicit drugs, the Company may terminate the employee.

ARTICLE 23
UNION SECURITY AND NJENIBERSHIP

23.1 Membership in the Union is not compulsory. Employees **have the right to join, not join, maintain, or drop** their membership in the Union as they see fit. **Neither party shall exert any pressure or discriminate** against any employee as regards to such matters.

23.2 Each employee in the bargaining unit, shall beginning the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer or regression into the bargaining unit, as a condition of continued employment in the bargaining unit, execute and deliver to the Company, a payroll deduction authorization as provided for in this Article, or pay directly to the Union an amount of money equal to the Union's regular and usual initiation fee and its regular, uniform and usual monthly dues.

23.3 Employees may handle the matter of payment of Union initiation fees/dues directly with the Union. In cases where deductions are made from those who have already paid Union initiation fees/dues, the Union will make refunds directly to such employee.

23.4 Deduction shall be made for the accrued regular monthly Union dues of each employee in the bargaining unit for whom the above authorization has been received, beginning with the pay for the first full pay period in the month following receipt of such authorization, provided that sufficient earnings remain to cover Unions after all deductions required by law are made, and such deductions shall continue in like manner monthly thereafter, except as qualified in this Article. If no authorization is provided, the Company shall not make any deductions and the Company shall have no liability to make deductions.

23.5 Authorization for the Deductions of Union Dues form set out in Section 24.6 below is agreed to by the pat-ties and is made a provision of this Agreement.

23.6 The parties agree to use the Dues Deduction Authorization form for all employees as provided by the Union with a copy provided by the Union to the Company.

23.7 Deductions shall be remitted to the Union by the Company to the designated Financial Officer of the Local Union not later than ten (10) days after the deductions are made. The Company will furnish the designated Financial Officer of the Union a monthly record of those for whom deductions have been made.

23.8 It is understood and agreed that the Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits, or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this Article by the Company.

ARTICLE 24
STRIKES AND LOCKOUTS

A. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, or other interference with or curtailment of production of any kind, including sympathy strikes.

B. During the life of this Agreement, a refusal by an employee or employees to cross a picket line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of Section "A" of this article.

C. The Union agrees as part of the consideration of this Agreement that it will take immediate steps to end any work stoppages, strikes, intentional slowdown, or suspension of work, and shall notify its members by telephone, newspaper and Company and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately. The Union agrees that it will not assist employees participating in such work stoppages, strikes, intentional slowdowns, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall

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not be subject to the regular Grievance Procedure or to this Agreement. However, in the event of work stoppages, strikes, **intentional slowdowns, or suspension of work, the Company shall not have to wait twelve (12) hours but may immediately terminate** employees for "good cause" without incurring any liability for said act.

ARTICLE 25
HEALTH AND WELFARE

A. To be eligible for Health and Welfare the employee must be a regular employee and work a minimum of thirty (30) hours per week. Employees on a probationary period for the first one hundred twenty (120) days of their employment or employees who work less than the required thirty (30) hours would not be eligible to receive payment or the benefit of the Health and Welfare.

B. The Company shall provide a full Health Insurance Plan for each employee who works a minimum of thirty (30) hours per week.

C. Employees will receive a Health and Welfare after sixty (60) days of employment, providing the employee works a minimum of thirty (30) hours per week for sixty days.

D. An employee that leaves the services of the Company after the effective date of this

Agreement, will receive sixty (60) days of paid insurance following his or her departure.

E. The Company's obligation to provide the above referenced insurance plan shall be only to the extent Health and Welfare is funded by contractual agreement. The Company may, at its sole option, modify the Health and Welfare Plan but must meet the funded requirement.

ARTICLE 26
TERMS OF AGREEMENT


THIS AGREEMENT shall remain in full force and effect from August 1, 2000, through December 19, 2003, subject to the following and shall continue from year to year thereafter, unless either party desires to change, modify or-terminate this Agreement by giving notice, in writing, of its intent at least ninety (90) days prior to December 19, 2003.

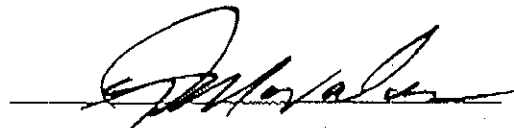
IN WITNESS WHEREOF, the duly chosen representative of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principles and hereto affix their hand and seal.

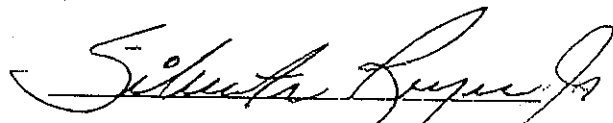
EXECUTED this 1st day of August 2000.

SECURITY POLICE & FIRE PROFESSIONALS OF AMERICA (SPFPA) and its LOCAL 725.

SOUTHWESTERN SECURITY, P.O. Box 4718 Brownsville, TX 78523


Bobby R. Jenkins - Vice-President,
Region 10


Jesse Morales - President


Silvestre Reyes, Jr. - President, Local 725

APPENDIX "A"
WAGES AND BENEFITS

Wages	<u>Current</u>	<u>12-19-00</u>	<u>12-19-01</u>	<u>12-19-02</u>
Detention Officers	\$13.71	\$14.12	\$14.54	\$14.98
Senior Detention Officers		\$15.12	\$15.54	\$15.98
Pension Allowance		.55	.55	.55
Health and Welfare Allowance	\$ 1.63	\$ 1.92	\$ 2.18	\$ 2.56

Attachment 2

ACB-3-C-0007 EPC	PERFORMANCE REQUIREMENTS SUMMARY	AOL	METHOD OF SURVEILLANCE TYPE OF OF INSPECTION	FREQUENCY OF INSPECTION	% OF TOP
Required Services	STANDARD				
RS NO	SUBSECTION				
1	C3-3	N/A	100% INSPECTION	1 X MONTHLY	4
2	C3-3	N/A	RANDOM	4 X MONTHLY	4
3	C5-3	N/A	RANDOM	4 X MONTHLY	3
4	C3-4.8	1	RANDOM	AS NEEDED	4
5	C5-27	1	RANDOM	AS NEEDED	4
6	C5-36.4	N/A	100% INSPECTION	AS NEEDED	4
7	C-3.4.12	N/A	As required	1 X MONTHLY	5
8	C3-4.12	N/A	RANDOM	AS NEEDED	3
9	C3-4.12	N/A	RANDOM	AS NEEDED	3
10	C-3.4.11	N/A	100% INSPECTION	AS NEEDED	4
11	C-3.4.12	1	100% INSPECTION	2 X MONTHLY	5
12	C3-7	N/A	RANDOM	AS NEEDED	5
13	C3-M	N/A	100% INSPECTION	2 X MONTHLY	4
14	C1-2.1	2	RANDOM	2 X MONTHLY	4
15	C-3.16.2	2	100% INSPECTION	2 X MONTHLY	4
16	C-3.4.16	N/A	100% INSPECTION	AS NEEDED	4
17	C1-2	N/A	100% INSPECTION	AS NEEDED	4
18	C3.7A	N/A	RANDOM	AS NEEDED	1
19	C1 1.5	N/A	RANDOM	AS NEEDED	1
20	C1-2	N/A	RANDOM	AS NEEDED	1
21	C3 1.7	N/A	RANDOM	AS NEEDED	1
22	C3 1.18	N/A	RANDOM	AS NEEDED	1
23	C-13.4.12	N/A	RANDOM	AS NEEDED	1
24	C3 1	N/A	100% INSPECTION	AS NEEDED	4
25	C3.2.4	1	RANDOM	4 X MONTHLY	4

26	C3 2.2	Contractor shall provide complete uniforms to each employee	1	RANDOM	4 X MONTHLY	4
27	C3 2.2	Uniforms must be in good condition with proper insignias & patches	1	RANDOM	4 X MONTHLY	4
28	C3 2.3 - 2.6	Uniform & Equipment	N/A	RANDOM	AS NEEDED	1
29	C4 4.6,4.7, 4.8	Qualified guards, language Prof., Health Rules Gov. Buildings	N/A	RANDOM	AS NEEDED	1
30	C5 4.1	Recording Presence	N/A	RANDOM	AS NEEDED	1
31	C5 26.3		N/A	RANDOM	AS NEEDED	1
HS = REQUIRED SERVICE				TOP=TOTAL CONTRACT PRICE		100
*AQL = ACCEPTABILITY LEVEL						

*FAILURE TO PERFORM REQUIRED SERVICE MONTHLY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE 04/03/2003	4. REQUISITION/PURCHASE REQ. NO. EPC-SUP-02-1065	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Homeland Security 7701 N. Stemmons Freeway Dallas TX 75247		7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security 7701 N. Stemmons Freeway Dallas TX 75247		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) DECO/AKAL 45380 U.S. Hwy. 169 Onamia MN 56359			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X <u>ACD-3-C-007</u>	
			10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Delivery Order

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 checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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:

- a. Change the last sentence of paragraph 1 Section C-1 page 7 from:
The Contractor shall complete all preparation required to start work, and must provide full service to the IMMIGRATION AND NAURALIZAITON SERVICE (INS) beginning at 12:01 a.m. on December 20, 2002. to:
The start date of performance will be specified upon completion of all preparations required to start work.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Derek J. Donr COO, Exec VP		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur S. Cooper III	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 04/03/03	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/3/03

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE 04/03/2003	4. REQUISITION/PURCHASE REQ. NO. EPC-SUP-02-1065	PAGE OF 2	PAGES 2
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				

SECTION C-1

SCOPE OF WORK

- 1 GENERAL: Unarmed guard services performed in a professional manner, is the prime requirement of this Contract. Professional performance will be effected by the Contractor through initiative, having every employee assigned to work under this Contract qualified for duty, conducting on site inspections, and perseverance in meeting manning requisites. The start date of performance will be specified upon completion of all preparations required to start work.
- 1.2 At the time performance commences, the contractor shall provide the man-hours required to man the Post Assignments as outlined in the delivery order issued for same. It is recognized, under the terms of the contract, that the government can either increase or decrease its requirements based on the need for unarmed guard services. It is expected that guard force levels shall remain fairly constant from day to day for a given shift; however, the contractor may anticipate periodic changes in shift strength depending on the needs of the government in consideration of fluctuating detainee population levels.
- 1.3 Requests for short-term additional emergency guard services may be initiated at any time of day or night. Under normal conditions at least eight (8) hours, advance notice (both written and oral) shall be given by the COTR, but less advance notifications may be necessitated by operational circumstances of an immediate nature. The Contracting Officer will follow up such requests or circumstances with a written delivery order, confirming the number of hours for which the Contractor will be compensated.
- 1.4 When practical under normal operating conditions, an advance notice for additional emergency guard services shall be effected by letter from the COTR to the contractor's supervisor on site, confirmed by written delivery order (subject to the clause in Part I, Sec I, 52.216-19, Delivery Order Limitations (OCT 1995). The orders will establish the services to be provided and will establish the number of hours for which the contractor will be compensated. The unit price bid per hour is a firm-fixed-price and will also be used for payment of any additional services ordered. Each delivery order will contain an estimated quantity of emergency services, which are to be performed only at the expressed written direction of the Contracting Officer. The Contractor must submit separate invoices for payment for such services citing the applicable delivery order and/or delivery order modification order.
- 1.5 The Contractor shall provide its own equipment, supplies, and forms that pertain to its own business enterprise. Business activities may include replacing equipment and manpower to ensure full service at the INS location. Also, the Contractor will provide full and complete cooperation in any request or investigation conducted

requests involving off-site locations (such as accompanying detainees to a hospital or other designated locations) shall be addressed in the standing Post Orders. The Contractor shall anticipate such staffing needs to provide for all unscheduled INS requests. The Contractor's utilization of available manpower from shift changes or other sources to meet such requests resulting in overtime is not reimbursable under this firm-fixed-price Contract

- 2 CONTRACTOR ADMINISTRATION: The Contractor is responsible for the satisfactory supervision and accomplishment of all Contract work. The names of supervisors designated by the Contractor must be given to the COTR or his designee before services are started or before they enter on duty. Job titles of supervisory employees may be subject to advance approval by the Government. The Contractor is responsible for verifying attendance at all posts and positions, and for upholding the work requirements of all personnel assigned under this Contract.

2.1 Contract Effort Required

- A. Productive Man-Hours Required. The manpower outlined is the estimated productive man-hours, which have been determined by the Government, as essential to perform the work required by the Contract. As used herein, the term "Productive or Supervisory Man Hours" shall include only the actual work time of employees performing services as specified on the individual Guard Post Assignment Record. The specifications, duties, and hours of each post by shifts are described in the Guard Assignment Record, which will be provided to the Contractor by the COTR, after the Contract is awarded and the first delivery order is issued. The duties and time-of-day of posts are subject to change upon written notice from the COTR. Should the Contractor fail to provide the specified number of man-hours, deductions as specified in Section G-1 by the Contracting Officer shall be made.
- B. Additions and Deletions to Productive Man-hours Required. The Government has the unilateral right to order services in excess of man-hours stated in Part I, Section B, and the Contractor will be obligated to provide services at the specified rates shown in Part I, Section B.
- C. Short-Term Emergency Guard Services
- (1) The duration of short-term additional services will be for one (1) week or less.
 - (2) Request for short-term additional emergency guard services may be initiated at any time of day. Under normal conditions written and oral notice shall be given at least eight (8) hours in advance by the Contracting Officer and/or COTR, respectively, but less advance notifications may be necessitated by operational circumstances of an immediate nature.

2. AMENDMENT/MODIFICATION NO. M004	3. EFF. DATE 03/12/2004	4. REQUISITION/PURCHASE REQ. NO. EPC-SUP-02-1065	5. PROJECT NO. (If applicable)
---------------------------------------	----------------------------	---	--------------------------------

6. ISSUED BY Department of Homeland Security 7701 N. Stemmons Freeway Dallas TX 75247	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security 7701 N. Stemmons Freeway Dallas TX 75247
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) DECO/AKAL 45380 U.S. Hwy. 169 Onamia MN 56359	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X --- / ---
CODE	FACILITY CODE
10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing Items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, 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.

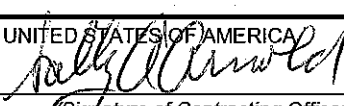
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

1. Exercise the First Option Period for the period of 4/04/04 through 4/03/05. CLINS 1001 and 1002 will be used for this period.
2. The estimated total price of this contract is \$31,000,000.00. Funding will be obligated on individual delivery orders.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SALLY A. ARNOLD		
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 3/12/04

Vendor Official Requestor
 Receiving G104 Oblig. Other

2. AMENDMENT/MODIFICATION NO. M005 3. EFF. DATE 06/07/2004 4. REQUISITION/PURCHASE REQ. NO. EPC-SUP-02-1065 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE Department of Homeland Security 7701 N. Stemmons Freeway Dallas TX 75247
 7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security 7701 N. Stemmons Freeway Dallas TX 75247

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) DECO-AKAL 45380 U.S. HWY. 169 ONAMIA MN 56359
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X --- / ---
 10B. DATED (SEE ITEM 13)

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 NET CHANGES: \$0.00

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 THE PURPOSE OF THIS MODIFICATION IS TO APPOINT TERESA A. BARRAZA AS THE PRIMARY COTR FOR CONTRACT NUMBER ACD-3-C-0007 AT THE EL PASO PROCESSING CENTER. DEPORTATION OFFICER, JOE HERNANDEZ, THE CURRENT COTR WILL CONTINUE TO SERVE AS THE ALTERNATE COTR. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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)
 FRANK H. ANDREWS

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY: *Frank H. Andrews* (Signature of Contracting Officer) 16C. DATE SIGNED 6/7/04

2. AMENDMENT/MODIFICATION NO. M006	3. EFF. DATE 08/20/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536	7. ADMINISTERED BY (If other than Item 6) CODE Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) DECO-AKAL Services, LLC 45380 U.S. Highway 169 Onamia MN 56359-2047	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-3-C-0007 / -- 10B. DATED (SEE ITEM 13)
--	--

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

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

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

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


The purpose of this modification is to make administrative changes as follows:

1) Change the contract administration office from

Department of Homeland Security
ACDCPM-CAP
7701 N. Stemmons Freeway
Dallas, TX 75247

to

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VICTORIA D. SHORT Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 8/20/2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. M006	3. EFF. DATE 08/20/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	PAGE OF 2	PAGES 2

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

Department of Homeland Security
Immigration & Customs Enforcement
425 I Street, NW, Rm 2208
Washington, DC 20536

- 2) Change the Contracting Officer from Frank Andrews to Jan K. Wisor.
- 3) Change the Contracting Specialist to Tanya M. Hill.

Questions regarding this modification contact Tanya M. Hill b2Low

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00008 P00007	3. EFFECTIVE DATE 02/09/2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 563592047		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0452560000000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	10B. DATED (SEE ITEM 13) 04/03/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

Net Change: \$0.00

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

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

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

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

Tax ID Number: 411919049

DUNS Number: 123597184

The purpose of this modification is as follows:

1) Incorporate the Department of Labor Wage Determination No CBA-2005-2751 Revision No. 0 retroactively effective June 1, 2004.

2) Incorporate a new Collective Bargaining Agreement between DECO - AKAL JV and Local Union #725 dated March 15, 2004.

This modification does not change the obligated amount.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Jan K. Wisor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/24/05

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	ACD-3-C-0007/P00008	2	2

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remains unchanged.</p> <p>Questions regarding this modification contract Tanva M. Hill, Contract Specialist at b2Low b2Low</p>				

CBA WD

Page 1 of 1

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2005-2751
Revision No.: 0
Date Of Last Revision: 2/9/2005

State: Texas

Area: El Paso

Employed on Department of Homeland Security (DHS) Immigration & Customs Enforcement (ICE) contract for Unarmed Guard Services.

Collective Bargaining Agreement between contractor: DECO - AKAL JV, and union: Security, Police, and Fire Professionals of America Local 725, effective 3/15/2004 through 5/31/2007.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. **P00008** 3. EFFECTIVE DATE **02/09/2005** 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____
 6. ISSUED BY _____ CODE **ICE** 7. ADMINISTERED BY (If other than Item 6) _____ CODE **ICE**

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

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
DECO INC
ATTN DECO-AKAL SERVICES LLC
45380 US HIGHWAY 169
ONAMIA MN 563592047

CODE **0452560000000** FACILITY CODE _____

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. **ACD-3-C-0007**
 10B. DATED (SEE ITEM 13) **04/03/2003**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

Net Change: \$0.00

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

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

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

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

Tax ID Number: 411919049

DUNS Number: 123597184

The purpose of this modification is as follows:

- 1) Incorporate the Department of Labor Wage Determination No CBA-2005-2751 Revision No. 0 retroactively effective June 1, 2004.
- 2) Incorporate a new Collective Bargaining Agreement between DECO - AKAL JV and Local Union #725 dated March 15, 2004.

This modification does not change the obligated amount.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jan K. Wisor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Jan K. Wisor</i>	2/24/05
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
ACD-3-C-0007/P00008

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remains unchanged.</p> <p>Questions regarding this modification contract Tanya M. Hill, Contract Specialist at b2Low b2Low</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 04/04/2005		4. REQUISITION/PURCHASE REQ. NO. PRO-5-00000	
5. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		6. CODE ICE		7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No. street county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 553592047		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11) 	
CODE 0452560000000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007		10B. DATED (SEE ITEM 13) 04/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers. is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 18, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

<input checked="" 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 THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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

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

Tax ID Number: 411919049
DUNS Number: 123597184
The purpose of this modification is as follows:

- 1) Exercise the Second Option Period - Period of Performance April 4, 2005 through April 3, 2006 - CLINS 2001 and 2002.
- 2) Correct Modification P00008 to read P00007.

Funding will be obligated on individual delivery orders.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Andrew C. Pierucki, COO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED 4/1/05	15D. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
		15E. DATE SIGNED 5/2/05	

NSN 7540-01-153-8070
Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/P00008

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remains unchanged.</p> <p>Questions regarding this modification contact Tanya M. Hill, Contract Specialist, at b2Low b2Low</p>				

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

P00009 See Block 16C PRO-5-00000

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

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)

DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 563592047

9A. AMENDMENT OF SOLICITATION NO. 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)

ACD-3-C-0007 04/03/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.) Net Change: \$0.00

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 411919049 DUNS Number: 123597184

The purpose of this modification is as follows:

1) Change the Contract Specialist from Tanya M. Hill to Mario Bejarano, b2Low

This modification does not change the obligated amount.

All other terms and conditions remains unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(Signature of person authorized to sign) Jan K. Wisor 5/18/05 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
ACD-3-C-0007/P00009

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Questions regarding this modification contact Tanya M. Hill, Contract Specialist, at b2Low b2Low				

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

P00010 07/18/2005 PRO-5-00000

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

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 563592047

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007

10B. DATED (SEE ITEM 13) 04/03/2003

CODE 0452560000000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.) Net Increase: \$0.00

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 411919049
DUNS Number: 123597184

The purpose of this modification is as follows:

- 1) Incorporate new labor rates as a result of the Department of Labor Wage Increase incorporated under Modification P00007 as shown on Attachment A.

This modification does not change the obligated amount.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/P00010

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remains unchanged.</p> <p>For questions regarding this modification please contact Mario Bejarano, Contract Specialist, b2Low</p>				

ATTACHMENT A

ITEM SUPPLIES OR SERVICES	Estimated Qty	Unit	Unit Price	Extended Price
BASE PERIOD FOR ONE YEAR (April 4, 2003 through April 3, 2004)				
0001 Detention Guard Services		HR	\$	\$
0002 Supervisory Guard Services		HR	\$	\$
TOTAL BASE PERIOD				\$
FIRST OPTION PERIOD				
(April 4, 2004 through May 31, 2004)				
1001 Detention Guard Services	b4	HR	\$	\$
1002 Supervisory Guard Services		HR	\$	\$
(June 1, 2004 through April 3, 2005)				
1001 Detention Guard Services		HR	\$	\$
1002 Supervisory Guard Services		HR	\$	\$
TOTAL OPTION PERIOD ONE				\$
SECOND OPTION PERIOD (April 4, 2005 through April 3, 2006)				
2001 Detention Guard Services		HR	\$	\$
2002 Supervisory Guard Services	b4	HR	\$	\$
TOTAL OPTION PERIOD TWO				\$
THIRD OPTION PERIOD (April 4, 2006 through April 3, 2007)				
3001 Detention Guard Services		HR	\$	\$
3002 Supervisory Guard Services	b4	HR	\$	\$
TOTAL OPTION PERIOD THREE				\$
FOURTH OPTION PERIOD (April 4, 2007 through April 3, 2008)				
4001 Detention Guard Services		HR	\$	\$
4002 Supervisory Guard Services	b4	HR	\$	\$
TOTAL OPTION PERIOD FOUR				\$

ATTACHMENT A - Continued

RECAP OF ALL YEARS

Base Period	\$	
Option Year One	\$	
Option Year Two	\$	b4
Option Year Three	\$	
Option Year Four	\$	
Total (Base + All Option Years)	\$	82,571,504.96

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00011

See Block 16C

PRO-06-00000

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

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

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

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

DECO INC
ATTN DECO-AKAL SERVICES LLC
45380 US HIGHWAY 169
ONAMIA MN 563592047

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

ACD-3-C-0007

10B. DATED (SEE ITEM 13)

04/03/2003

CODE 0452560000000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

N/A

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

- (a) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
X Clause 52.217-9 Option to Extend Term of Contract

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

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

Tax ID Number: 411919049

DUNS Number: 123597184

The purpose of this modification is to Exercise Option Period Three.

1) Under the authority of FAR 52.217-9 Option to Extend Term of Contract, Option Period Three is hereby exercised on CLINs 3001 and 3002, and the period of performance of this contract is extended from April 4, 2006 through April 3, 2007

2) Funding will be obligated on individual delivery orders.

Period of Performance: 04/04/2006 to 04/03/2007

For Inquiries:

Continued ...

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

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

DEREK J. DORR SR. VP

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

Jan K. Wilson

15B. CONTRACTOR/OFFEROR

(Signature)

15C. DATE SIGNED

2-21-06

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

2/17/06

NSN 7540-01-152-8070

Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-3-C-0007/P00011

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Program POC: Manuel Gardea, b2Low</p> <p>Procurement POC: Mario Bejarano, b2Low</p> <p>Invoicing Instructions: Send one original invoice to the program POC. The program official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00012 04/03/2007 PRO-07-00002
 6. ISSUED BY CODE ICE 7. ADMINISTERED BY (If other than Item 6) CODE ICE

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 DECO INC (x)
 ATTN DECO-AKAL SERVICES LLC 9B. DATED (SEE ITEM 11)
 45380 US HIGHWAY 169
 ONAMIA MN 563592047
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 ACD-3-C-0007
 10B. DATED (SEE ITEM 11)
 CODE 045256000000 FACILITY CODE 04/03/2003

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

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

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.217-9, Option to Extend Term of Contract (APR 1984).

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

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

Tax ID Number: 41-1919049
 DUNS Number: 123597184
 The purpose of this modification is as follows:

1) Under the authority of FAR 52.217-9, Option to Extend Term of the Contract, Option Period Four is hereby exercised for CLINS 4001 through 4002, and the period of performance of this contract is extended from April 3, 2007 through April 4, 2008.

(2) FAR 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.
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Daya Kralisa, President Claire J. Cashwell
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) 4/2/07 (Signature of Contracting Officer) 4/2/2007

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/P00012

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	<p>No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of clause)</p> <p>(3) Funding will be obligated on individual task orders issued against this contract.</p> <p>All other terms and conditions remains unchanged.</p> <p>Discount Terms: b2Low</p> <p>Delivery Location Code: EPS (EPT) EL PASO BORDER PATROL STATION EL PASO PROCESSING CENTER 8935 MONTANA AVENUE EL PASO TX 79925</p> <p>FOB: Destination Period of Performance: 04/03/2007 to 04/04/3008</p> <p>Exercise Option 4 to the Contract No. ACD-3-C-0007, El Paso Processing Center, El Paso, Texas (CLINS 4001 thru 4002 for the period of April 3, 2007 through April 4, 2008.</p> <p>Accounting Info: See Attachment. \$0.00 (Subject to Availability of Funds) Program Office Point of Contact: Manuel Gardea, COTR, b2Low</p> <p>Procurement Office Point of Contact: Claire J. Cashwell, Contracting Officer, Office of Acquisition Management, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 425 I Street, NW, Roomo 2208, Washington, D. C. 20536. Telephone Number: b2Low</p>		LH	0.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 06/25/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previceh Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 563592047		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	
		10B. DATED (SEE ITEM 11) 04/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

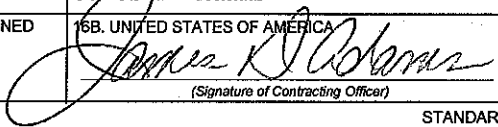
E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

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

Tax ID Number: 41-1919049
DUNS Number: 123597184
The purpose of this modification is to show Paul Previceh as the Contract Specialist of record and James D. Adams as the Contracting Officer of record.

All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 25 June 2007

2. AMENDMENT/MODIFICATION NO. P00014
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Washington DC 20536
 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Attn: Paul Previch
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 DECO INC
 ATTN DECO-AKAL SERVICES LLC
 45380 US HIGHWAY 169
 ONAMIA MN 563592047
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 ACD-3-C-0007
 10B. DATED (SEE ITEM 11)
 04/03/2003
 CODE 045256000000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

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

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

Tax ID Number: 41-1919049
 DUNS Number: 123597184
 The purpose of this modification is to identify the impact of Wage Determination applicable to 2007 which in total is \$359,904.17.
 \$300,000 has already been included and obligated under HSCOEP-07-J-00380
 An additional \$59,904.17 will be included under P00001 to HSCOEP-07-J-00380

All other terms and conditions remain the same.
 Period of Performance: 04/04/2007 to 04/03/2008

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

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

James D. Adams

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/HSCEOP-07-J-00380/P00001

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	ADDITIONAL FUNDING FOR WAGE DETERMINATION RATE INCREASE NEW RATES AS FOLLOWS: Guard: : b4 hr Supervisor: { b4 /hr Accounting Info: b2Low b4 Funded: b4 Procurement POC: Paul Previch b2Low Program POC: Manual Gardea b2Low	1	LO	59,904.17	59,904.17

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 01/30/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 5635 92047		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0452560000000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	10B. DATED (SEE ITEM 11) 04/03/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

Tax ID Number: 41-1919049

DUNS Number: 123597184

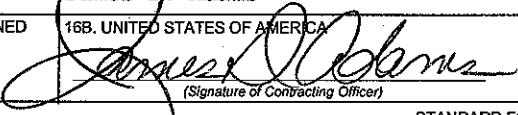
The purpose of this modification is to replace Manual Gardea with Jaime Valencia as COTR of this contract.

Procurement POC: Paul Previch b2Low

Program POC: b6,b7c b2Low

All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 30 Jan 08



U.S. Immigration
and Customs
Enforcement

January 30, 2008

MEMORANDUM FOR: b6,b7c
Immigration Enforcement Agent

FROM: James D. Adams
Contracting Officer

SUBJECT: Appointment as Contracting Officer's Technical Representative (COTR)

You are formally appointed as the Contracting Officer's Technical Representative (COTR) for contract ACD-3-C-0007 for the El Paso Service Processing Center. Written modification to the contract will be forwarded to you as they occur. It should be noted that some of the attachments reflect stricter training requirements for an ICE COTR.

As the COTR, you are authorized as my direct representative in the technical monitoring and administration of this contract with very specific limitations. As a COTR, you shall:

- a) Complete and file with the ICE Ethics Office an OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment and annually thereafter until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), 425 I Street, NW, Room 6040, Washington, DC 20536. You will also be required to complete annual ethics training as stipulated by the ICE Ethics Official.
- b) Act as the Contracting Officer's authorized representative for contract administration functions that do not involve changes to the scope, price, schedule, terms and conditions of the contract.
- c) Monitor the contractor's performance of the technical requirements including, but not limited to, review and approval of invoices/vouchers.
- d) Provide suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor.
- e) Coordinate with the program office, actions relating to funding and changes in the scope of work.
- f) Ensure that changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the contractor proceeds with the changes.

- g) Ensure prompt review of draft reports and provide approval to the contractor so that distribution of reports can be within the specified completion date of the contract, and assuring prompt inspection and acceptance or rejection of other deliverable items.
- h) Maintain a contract-working file to include a copy of the contract and all modifications, correspondence, invoices, financial tracking, reviews and past performance information.
- i) Refer to the Contracting Officer those matters, other than purely technical problems, which may affect the contract.
- j) Inform the Contracting Officer in writing when a contractor is known to be behind schedule, with reasons therefore, and coordinating with Contracting Officer corrective action necessary to restore the contract schedule.
- k) Provide the Contracting Officer with a copy of Government contractor conference reports and correspondence. Coordinate with the Contracting Officer on the content of any contractually significant correspondence addressed to the contractor. These steps will be taken to prevent possible misunderstanding or the creation of a condition that may later be made the basis of a claim.
- l) Request the Contracting Officer authorize Government furnished property and, when requested by the Contracting Officer, provide disposition advice on Government-furnished property or contractor-acquired property.
- m) Monitor contract financial management controls.
- n) For a contract having a period or delivery due date of one year or less—promptly (but no later than 10 Government working days) evaluate the contractor's performance upon completion of all contractual requirements.
- o) For a contract having a period of performance or delivery due date greater than one year – but the exercise of the option is not involved – (1) promptly (but no later than 10 Government working days) evaluating the contractor's performance upon completion of all contractual requirements.
- p) For a contract having a period of performance or delivery due date greater than one year –and having one or more options – (1) no later than 30 calendar days prior to the planned exercise date of an option, evaluating the contractor's performance; and, (2) evaluating the contractor's performance promptly (but no later than 10 Government working days) upon completion of all contractual requirements.
- q) Report any suspected procurement fraud, waste, abuse, bribery, conflict of interest or other improper conduct to the Contracting Officer and proper DHS Office.
- r) Review and submit recommendations to the Contracting Officer on subcontracts, considering the privity of contract that exists between the prime contractor and subcontractor.
- s) Ensure that the contractor submits proper security clearance forms, as required by the contract, and coordinate with the appropriate officer(s).
- t) Ensure the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required to complete the contractual requirements.

- u) Ensure that the proper DHS offices are notified of departing contractor employees during contract performance and at contract conclusion collection of badges, cancellation of systems access and security clearances.
- v) Recommend approval or disapproval to the Contracting Officer, concerning a contractor's request for public release regarding work being performed under the contract.
- w) Notify the Contracting Officer of inventions by the contractor during the performance of the contract.
- x) Provide the Contracting Officer with a formal request for termination, when required.
- y) Evaluate contractor requests for travel.
- z) Review the contractor's invoices to ensure that they reflect accurately the work completed in accordance with the requirements of the contract, and certify acceptance of the delivered items. Submit certified invoices to the appropriate finance office and copies to the Contracting Officer in a timely manner.
- aa) Respond to requests for information relating to contract closeout support, including furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion.

The Contracting Officer's Technical Representative's (COTR's) **shall not**:

- a) Make commitments or promises to contractors relating to award of contracts.
- b) Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.
- c) Write contract requirements around the product or capacity of one source.
- d) Solicit proposals.
- e) Modify the stated terms and conditions of the contract.
- f) Direct a contractor to begin work prior to contract award date (or Notice to Proceed letter).
- g) Issue instructions (oral or written) to a contractor to start or stop work.
- h) Approve items of cost not specifically authorized by the contract.
- i) Direct changes (oral or written) or provide any guidance in the work to the contractor, which contradict the contract's scope and terms and conditions or which may be misinterpreted as properly changing the contractual terms and conditions, but actually jeopardize the rights of or the benefits to the Government, the contract, or both.
- j) Execute supplemental agreements to the contract.
- k) Participate in negotiations with a contractor outside the presence of a Contracting Officer.
- l) Render a decision on any dispute or question of fact under the Disputes Clause of the contract.

- m) Take any action with respect to termination, except to notify the Contracting Officer that the action is desired and to assist with the process as required.

Your shall notify the Contracting Officer promptly of:

- any violation of, or deviation from, the technical requirements of the contract/order;
- inefficient or wasteful practices in use by the contractor;
- any requests for changes from the contractor;
- issues that require clarification or resolution;
- inconsistencies between invoiced charges and performance, including the use of improper labor categories; or
- any circumstances that prevent you from performing your COTR responsibilities.

Remember that your authority is limited and does not include commitments or changes that affect price, quality, quantity, or other terms and conditions of the contract. Only a warranted Contracting Officer has the authority to make those changes to the contract. Keep these limitations in mind during your interactions with the contractor employees:

- (1) Do not ask the contractor to change the description of services to be performed, the time of performance, or the place of performance for services.
- (2) Do not ask the contractor to change the specifications, the shipping method, or the place, method, or time of delivery for products.
- (3) Do not supervise the contractor's employees: Treating the contractor's employees as if they were Federal Government employees is supervision under the Office of Personnel Management Regulations.

Your actions as the COTR for this contract become a matter of record and should be completely documented in the contract-working file. I strongly encourage you to ask questions if you are uncertain of your authority and responsibility. Your relationship with the contractor must be beyond reproach. The Department of Homeland Security requires strict compliance with established Standards of Conduct and Conflict of Interest rules.

Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call me. Your appointment is effective throughout the life of the contract, unless otherwise revoked. Please notify me if you can no longer serve as the appointed COTR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot redelegate COTR authority.

You are required to acknowledge receipt of this appointment by completing the final page and returning it to the Office of Procurement.

If you have any questions or problems, please feel free to contact the contract specialist, Sheryl Wright, at (949) 360-3180.

Attachments:

1. - COTR Certificate of Eligibility
2. - Department of Homeland Security, Management Directive 0780.1
3. - OGE-450 – Confidential Financial Disclosure Report

January 30, 2008

MEMORANDUM FOR: James D. Adams
Contracting Officer

FROM: Jaime Valencia
Immigration Enforcement Agent

SUBJECT: Appointment as Contracting Officer's Technical Representative (COTR)

I have read and understand my duties and limitations as an assigned Contracting Officer's Technical Representative (COTR) on contract ACD-3-C-0007.

Jaime Valencia

Issue Date: 12/20/2004

**CONTRACTING
OFFICER'S TECHNICAL
REPRESENTATIVE (COTR)
CERTIFICATION,
APPOINTMENT &
RESPONSIBILITIES**

I. Purpose

This Directive establishes the Department of Homeland Security (DHS) policy for appointing, certifying, and terminating Contracting Officer's Technical Representatives (COTRs). This Management Directive (MD 0780.1) supersedes MD 0780.

II. Scope

This Directive applies to all DHS Organizational Elements (OEs). The DHS Office of Inspector General is covered under this directive where it does not conflict with the authorities and responsibilities given to the Inspector General under the Inspector General Act of 1978, and its amendments.

III. Authorities

This directive is governed by numerous Public Laws and national policy, such as:

- A. Clinger-Cohen Act of 1996, Pub. L. 104-106, codified in Title 41 US Code.
- B. Public Law 107-71, Aviation and Transportation Security Act of 2001.
- C. The Homeland Security Act of 2002, codified in Title 6, USC.
- D. Office of Federal Procurement Policy Letter 97-01, dated September 12, 1997.
- E. Federal Acquisition Regulation (FAR), Part 42.
- F. Department of Homeland Security Management Directive - MD 0010, Management Directives System and DHS Announcements.

- G. Homeland Security Acquisition Regulation (HSAR), Subpart 3042.70.
- H. Homeland Security Acquisition Manual (HSAM), Subchapter 3042.70.

IV. Definitions

- A. **Acquisition**: The conceptualization, initiation, design, development, test, contracting, production, deployment, support, modification, and disposal of systems, supplies, or services (including construction) to satisfy agency needs. Per the Federal Acquisition Regulation, acquisition is the process of acquiring, with appropriated funds, by contract for purchase or lease, supplies and services (including construction) that support the missions and goals of an executive agency, from the point at which the requirements of the executive agency are established in consultation with the Chief Procurement Officer of the executive agency, including functions related to fulfilling agency requirements by contract.
- B. **Acquisition Certification Board**: A DHS board comprised of functional advisors from across the Department from the various acquisition career fields. Members review and make recommendations on workforce development, such as recognizing individuals as meeting certification requirements and standards, as well as recommending disposition of certification requests. The board is chaired by the DHS Acquisition Workforce Manager.
- C. **Acquisition Workforce Manager**: The principal manager in strategic planning and direction of the DHS acquisition workforce and principal advisor on formulation of plans for overall management policies and programs relating to workforce effectiveness, organization, personnel, budgeting, reporting, forecasting, and competency preparation.
- D. **Chief Procurement Officer (CPO)**: DHS' Senior Procurement Executive, responsible for managing, administering, and overseeing Department-wide acquisition, financial assistance, strategic sourcing, and competitive sourcing programs.
- E. **Contracting Officer (CO)**: A Federal employee with the authority to enter into, administer or terminate contracts; make related determinations and findings; and appoint COTRs. This individual is also authorized, by virtue of position or by appointment, to perform the functions defined by the Federal Acquisition Regulation and the Homeland Security Acquisition Regulation.

F. **Contracting Officer's Technical Representative (COTR)**: A Federal employee, designated in writing by the Contracting Officer, who is appointed to perform technical functions under the contract, including inspection and acceptance of supplies or services. For the purposes of this MD, the term COTR encompasses any individual performing similar duties, such as: Contracting Officer Representative (COR), Quality Assurance Evaluator (QAE), Technical Representative of the Contracting Officer (TRCO), etc.

G. **Contracting Officer's Technical Representative (COTR) Certification**: A formal process through which the DHS certifies individuals as meeting the standards/achieving the competencies required to perform the duties of a Contracting Officer's Technical Representative (COTR).

H. **Contracting Officer's Technical Representative (COTR) Certification File**: A file maintained by the Head of the Contracting Activity (or designee), containing the certification application, a copy of the certificate, exceptions, and the skills currency training information of the COTR.

I. **Head of Contracting Activity (HCA)**: A Federal employee who, by position or appointment, is responsible for managing the entire acquisition function within an Organizational Element.

J. **Organizational Element (OE)**: Entities comprising the Department of Homeland Security as defined in Management Directive 0010.1 "Management Directives System and DHS Announcements."

K. **Requisitioning Office**: An organization within DHS responsible for managing successful acquisitions to meet essential mission needs and nominating an individual as a COTR to the Contracting Officer. For the purposes of this MD, the requisitioning office is the office initiating the contract.

L. **Senior Procurement Executive (SPE)**: An individual appointed pursuant to section 16(3) of the Office of Federal Procurement Policy Act (41. U.S.C. 414(3)), responsible for managing the acquisition system of the Department, including implementing the unique acquisition policies, regulations, and standards of the Department. The SPE for DHS is the Chief Procurement Officer (CPO).

V. Responsibilities

A. The **Under Secretary for Management** shall be responsible for the overall aspects of this Directive.

B. The **Chief Procurement Officer** shall be responsible for the management, administration, integrity, and oversight of mission-focused Department of Homeland Security acquisition, financial assistance, strategic sourcing, and competitive sourcing programs. The CPO shall also define the requirements for designating persons qualified in acquisition matters as COTRs.

C. The **Contracting Officer** shall examine all contracts (including, but not limited to, task/delivery orders and interagency agreements) to determine if assignment of a COTR is appropriate. The Contracting Officer shall ensure all nominated COTRs meet training requirements prior to initial appointment, and shall strive to build a solid relationship with the COTR and the requisitioning office.

D. The **COTR** shall perform duties in accordance with the responsibilities delineated in the COTR designation letter received from the Contracting Officer. The COTR will normally be responsible for the technical direction and evaluation of the contractor's performance, and certifying acceptance of services. The COTR does not have authority to make any commitments or changes affecting scope, price, schedule, terms, or conditions of a contract. The COTR is responsible for obtaining the required training for certification, maintaining individual documentation, providing information to the Contracting Officer as required, and building a solid relationship with the Contracting Officer.

E. The **Requisitioning Office** is responsible for successful acquisition of mission essential goods, services, or products; for partnering with the Contracting Officer to achieve acquisition goals/objectives, and assisting with technical requirements. The requisitioning office is responsible for nominating a qualified individual to serve as COTR, ensuring training and certification requirements are met and maintained, and building a solid relationship with the Contracting Officer in order to communicate COTR concerns or issues.

VI. Policy & Procedures

A. **Policy:** The HCA (or designee), shall ensure COTRs are qualified in accordance with this Management Directive. For contract actions deemed appropriate, Contracting Officers may appoint a COTR in accordance with the requirements of this MD. COTRs shall hold a COTR acquisition certification prior to appointment, unless an exception applies or a waiver is approved in accordance with this MD. Procurements valued under the simplified acquisition threshold are exempt from this policy unless the Contracting Officer determines appointment of a COTR is appropriate.

B. **Procedures:**

1. Certification for COTRs: DHS will have only one certification level, and COTRs must be able to obtain acquisition certification within 60 days of appointment unless a waiver is granted in accordance with this MD. Training must be completed prior to appointment (unless an exception applies or waiver is authorized), while the actual application for certification may be submitted up to 60 days after COTR appointment.

a. Certification - Minimum Mandatory Training Requirements for COTRs.

(1) Initial COTR Training: Nominees will have met the initial training requirement for certification by completing 40 hours of COTR training. Training may be completed either online or in a classroom. If no previous training exists, COTR's shall, at a minimum, complete the online, no cost courses available from the Federal Acquisition Institute (FAI) (or equivalent). Completion of all the following courses is considered as meeting the 40 hours COTR training requirement:

FAI – COR Refresher Training
FAI – Market Research
FAI - Contracting Orientation

(2) Procurement Ethics Training: A one-hour procurement ethics training course is required annually (may be agency sponsored, online through FAI, or equivalent). The COTR is responsible for maintaining and annually forwarding documentation (email or certificate) to the HCA (or designee), indicating completion of ethics training. The HCA (or designee) shall maintain this information in the individual's certification file. If training is accomplished online via the FAI, completion of the FAI – Ethics Block Training course is considered as fulfilling the requirement of procurement ethics training. Procurement Ethics training may also count toward the annual skills currency training requirement.

(3) Exceptions to Initial Training Requirements for Certification: Individuals are considered to have fulfilled the initial training requirements for COTR certification if they meet one the following exceptions:

(a) Any individual who successfully served in the 1102 series within five years of the date of COTR nomination and has completed eight hours of skills currency training within the preceding 12 months.

(b) Any individual who previously completed 40 hours of COTR training within the last five years of the date of COTR nomination and has completed eight hours of skills currency training within the preceding 12 months.

(c) Any individual who previously completed 40 hours of COTR training (regardless of completion date), has acted in the capacity of a COTR within the last five years of the date of COTR nomination, and has completed eight hours of skills currency training within the preceding 12 months.

b. Certification – Application, Maintenance, and Renewal.

(1) Certification Application: COTRs shall use DHS Form 0780-1 (Attachment 1) to request Acquisition Certification, and shall attach copies of their training certificates to support the training requirements. Applications will be coordinated through the HCA (or designee) and forwarded to the CPO for processing. The Acquisition Certification Board will issue certificates on DHS Form 0780.1-2, which will remain valid for four years from the date issued, provided annual skills currency training requirements are met.

(2) Certification Maintenance: Once appointed, COTR's must complete a minimum of eight hours of annual skills currency training to remain certified and eligible for appointment. The HCA, or designee, at their discretion, shall consider rescinding certification if the annual skills currency training requirement is not met. A variety of sources may be used to meet the skills currency training requirement. The FAI, the Defense Acquisition University (DAU), and the Government On-Line Learning Center are three sources offering free on-line courses. Skills currency training activities include, but are not limited to, training, seminars, attendance at conferences, office "lunch-and-learns", developing and delivering a training seminar, special project assignments that involve acquiring new skills, education or other developmental activities deemed appropriate by the HCA (or designee) that improve the knowledge, skills, and abilities of the COTR. Additionally, any learning activity relating to government acquisition that provides Professional Development Hours (PDHs), Continuous Learning Points (CLPs), Continuing Education Units (CEUs), Professional Development Units (PDUs) or college credit from a recognized learning institution, will meet the skills currency training requirements.

(3) Certification Renewal: Certifications may be renewed up to one year ahead of expiration, provided skills currency training requirements are met. COTR's shall use DHS Form 0780-1 (Attachment 1) to request Acquisition Certification renewal. Applications will be coordinated through the HCA (or designee) and forwarded to the CPO for processing.

c. Certification – Documentation.

(1) COTR Certification File: The HCA (or designee) must ensure appropriate documentation is maintained for each certified COTR in accordance with the Privacy Act, and report such information to the CPO (or designee) as requested. Examples of required documentation include: information used to meet training requirements, maintenance/skills currency training requirements, DHS Form 0780-1, and waivers (if appropriate).

(2) Maintenance Documentation: The HCA (or designee) shall ensure documentation exists for skills currency training activities in each COTR's certification file. When on-the-job learning, rotation assignments, or other flexible activities are used to enhance skills, the COTR shall document the learning that occurred and how it will benefit performance. To be creditable, this information shall be validated by the COTR's supervisor and included in the COTR's certification file. The COTR is responsible for maintaining and forwarding documentation (email or certificate) to the HCA (or designee) annually for inclusion in their COTR certification file, indicating completion of skills currency training.

2. COTR Nomination and Appointment to a Specific Contract.

a. Nomination Packages for Appointing COTRs to a Specific Contract.

(1) At the request of the Contracting Officer, the requisitioning office shall nominate a Federal employee to serve as a COTR. The nominee should already be certified, or be eligible for certification, in accordance with this MD. As the requisitioning office will be working closely with the Contracting Officer during the acquisition process, COTR nomination packages should be submitted to the Contracting Officer well in advance of contract award, allowing time for completion of requisite certification training before assuming duties.

(2) The Contracting Officer has the authority to decline COTR nominations.

b. The COTR nomination package should include information such as the nominee's name, organization, contact information, COTR certification, and, if available, previous experience as a COTR. This information will assist the Contracting Officer in determining whether any additional specialized training may be required prior to the assumption of duties. If any of the minimum COTR qualifications listed below cannot be met, a justification explaining those circumstances shall be submitted to the Contracting Officer along with the nomination package:

(1) Nominee shall have technical knowledge and experience to observe performance and to determine if a contractor meets the performance standards described in the contract.

(2) Nominee shall have successfully completed the required training and certification or be eligible for a waiver. The request for a waiver shall be included with the nomination package.

(3) Nominee shall acknowledge the requirement to attend subsequent skills currency and ethics training during the appointment period.

(4) Nominee shall be familiar with and comply with appropriate DHS regulations.

(5) Nominee should ideally be available for the duration of the contract.

c. **Specialized Training:** HCAs are authorized to establish a higher level of required skills currency training, or specialized training requirements for their respective OE, if appropriate. Contracting Officers must ensure that nominated COTRs possess the necessary skills and abilities to successfully perform the assigned duties. The Contracting Officer (with the approval of the HCA (or designee)) has the authority to require an eligible COTR to complete additional specialized training (e.g., performance-based service contracts, contract administration, etc.) when it is considered relevant to a particular type of contract to which the eligible COTR is, or may be, assigned. This specialized training is in addition to the certification requirements and may be required of the COTR to meet the needs of the appointment.

d. **Written Appointment of a COTR to a Specific Contract:** The Contracting Officer shall issue a unique appointment, in writing, to each COTR, which sets forth the COTR's authorities and limitations with regard to the assigned contract. The written appointment must be signed by the Contracting Officer and shall not contain authority for the COTR to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract. The designation shall also not change or supersede the established line of authority and/or the established procedures of the acquisition process. A copy of the appointment letter shall be retained in the official contract file.

e. Acceptance of COTR Appointment to a Specific Contract: Upon receipt of the appointment, the COTR shall advise the Contracting Officer, in writing, that he/she has received the appointment and accepts the COTR responsibilities. After a COTR accepts an appointment, the Contracting Officer will notify the contractor within five working days of contract award and will provide a copy of the COTR appointment letter. For construction projects, the contractor will be notified by providing a copy of the letter not less than five working days prior to giving the contractor notice to proceed.

f. Appointment of an Alternate COTR to a Specific Contract: The COTR appointment is unique to an individual and may not be further delegated. An alternate COTR may be designated by the Contracting Officer to act in the absence of the primary COTR. The requirements of this MD pertain equally to the designation of alternate COTRs.

g. Appointment of a Sub-COTR to a Specific Contract: Due to the scope or technical complexity of some contracts, a "sub-COTR" may also be designated by the Contracting Officer for specific aspects of the contract. The requirements of this MD pertain equally to the designation of sub-COTRs.

h. Termination of COTR Appointment from a Specific Contract: The COTR designation shall remain in effect during the life of the contract unless circumstances dictate earlier revocation. The Contracting Officer is responsible for ensuring appointments are terminated when they are no longer valid or required. The Contracting Officer may terminate a COTR appointment for failure to appropriately fulfill the responsibilities outlined in the appointment letter or this MD. The termination of the COTR appointment shall be in writing, and written notification shall be given to the COTR and contractor. A copy of the termination shall be retained in the official contract file.

i. COTR Appointment Exceptions: Individuals may be appointed as a COTR under the following conditions:

(1) Certification Lacking: COTRs who previously completed initial training as outlined in this MD, but lack acquisition certification, may be temporarily appointed as a COTR. The COTR must apply for certification within 60 days of appointment. If the COTR does not submit the acquisition certification application to the HCA (or designee) within 60 days of temporary appointment, or the application is denied, the COTR temporary appointment shall be terminated. The requisitioning office is responsible for nominating a replacement if the individual cannot obtain the certification in the required time.

(2) Initial Training Lacking: COTRs unable to complete training and certification prior to appointment may obtain a waiver for temporary COTR appointment.

j. Waiver for Temporary COTR Appointment: The HCA (or designee) is authorized to issue one-time waivers for temporary appointment of COTRs, prior to completion of all required training for acquisition certification, in unusual and compelling circumstances after receipt of a letter of explanation from the requisitioning office. When requesting a waiver:

(1) The COTR is responsible for completing the Federal Acquisition Institute (FAI) on-line course "COR Refresher Training" (or equal) prior to temporary appointment.

(2) The COTR is responsible for completing all training requirements referenced in this MD within 60 days of appointment. If the COTR does not complete the training, the Contracting Officer shall terminate the COTR's temporary appointment.

(3) The COTR is responsible for applying for COTR Acquisition Certification within 60 days of the temporary appointment. If the COTR does not submit the acquisition certification application to the HCA (or designee) within 60 days of temporary appointment, or the application is denied, the Contracting Officer shall terminate the COTR's temporary appointment.

(4) The requisitioning office is responsible for nominating a replacement if the waived individual cannot complete the training in the required time.

VII. Questions or Concerns

Questions or concerns regarding this directive should be addressed to the Office of the Chief Procurement Officer, Director of Acquisition Policy and Oversight.

Attachment 1: DHS Form 0780-1, DHS Acquisition Certification Application (COTR)

ACQUISITION CERTIFICATION APPLICATION CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (CORT)

DEPARTMENT OF HOMELAND SECURITY

Acquisition Certification Application

Contracting Officer's Technical Representative (COTR)

This information shall be used by the Acquisition Certification Board to issue certification.

EMPLOYEE: I certify that the information in this form is, to the best of my knowledge, accurate.

Printed Name: _____	Date: _____
Organizational Element: _____	Civilian Grade / Military Rank: _____
Employee Signature: _____	Work Phone: _____
(SELECT ONE) INITIAL CERTIFICATION <input type="checkbox"/> CERTIFICATION RENEWAL <input type="checkbox"/>	

Mandatory Initial Training Requirements: (X box, provide training date and attach copies of training certificates)

- 40 hours of COTR training completed _____ (date)
- 1 hour of procurement ethics training completed _____ (date)

Or

Exceptions: (Only one required, if applicable)

- Any individual who successfully served in the 1102 series within five (5) years of the date of COTR nomination is considered to have met the initial training requirements for COTR certification and appointment.
- Any individual who previously completed 40 hours of COTR training within the last five (5) years and has completed eight (8) hours of skills currency within the preceding 12 months, is considered to have met the initial training requirements for COTR certification and appointment.
- Any individual who previously completed 40 hours of COTR training (regardless of completion date), has acted in the capacity of a COTR within the last five (5) years and has completed eight (8) hours of skills currency within the preceding 12 months, is considered to have met the initial training requirements for COTR certification and appointment.

Certification Renewal:

8 hours annual skills currency met on _____ (year 1 date)
 _____ (year 2 date)
 _____ (year 3 date)

Concurrence: I have reviewed the information in this application and support the individual's certification as a DHS COTR.

Supervisor Signature: _____ Date: _____

Endorsement: I have reviewed the information in this application and support the individual's certification as a DHS COTR.

HCA (or designee) Signature: _____ Date: _____

CONFIDENTIAL FINANCIAL DISCLOSURE REPORT

Executive Branch

- Why Must I File?** The duties and responsibilities of your position require you to file the Confidential Financial Disclosure Report to avoid involvement in a real or apparent conflict of interest. The purpose of this report is to assist employees and their agencies in avoiding conflicts between official duties and private financial interests or affiliations. The information you provide will only be used for legitimate purposes, and will not be disclosed to any requesting person unless authorized by law. (See the Privacy Act Statement at the bottom of this page.) Please ensure that the information you provide is complete and accurate.
- When Must I File?** **New Entrants:** The report is due within 30 days of your assuming a position designated for filing, unless your agency requests the report earlier or your agency grants you a filing extension.
Annual Filers: The report is due no later than February 15, unless your agency grants you a filing extension.
- What is the Reporting Period?** **New Entrants:** Report the required information for the 12 months preceding your filing of this form.
Annual Filers: Report the required information for the preceding calendar year (January 1 – December 31).
- What if I Have Questions?** If you have any questions about how to complete this form, please contact your ethics official or go to the Office of Government Ethics web site at www.usoge.gov and click on **OGE 450 FAQs**.

PENALTIES

Falsification of information or failure to file or report information required to be reported may subject you to disciplinary action by your employing agency or other authority. Knowing and willful falsification of information required to be reported may also subject you to criminal prosecution.

Privacy Act Statement

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 (as modified by Executive Order 12731), and 5 CFR Part 2634, Subpart I, of the Office of Government Ethics regulations require the reporting of this information. The primary use of the information on this form is for review by Government officials of your agency, to determine compliance with applicable Federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a Federal, State, or local law enforcement agency if the disclosing agency becomes aware of a violation or potential violation of law or regulation; (2) to a court or party in a court or Federal administrative proceeding if the Government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; (6) to the Department of Justice or in certain legal proceedings when the disclosing agency, and employee of the disclosing agency, or the United States is a party to litigation or has an interest in the litigation and the use of such records is deemed relevant and necessary to the litigation; (7) to reviewing officials in a new office, department or agency when an employee transfers from one covered position to another, (8) to a Member of Congress or a congressional office in response to an inquiry made on behalf of an individual who is the subject of the record, and (9) to contractors and other non-Government employees working for the Federal Government to accomplish a function related to an OGE Governmentwide system of records. This confidential report will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branchwide Privacy Act system of records.

Public Burden Information

It is estimated that completing this form, including reviewing the instructions and gathering the data needed, takes an average of one hour. No person is required to respond to a collection of information unless it displays a currently valid OMB control number as printed in the top right-hand corner of the first page of this form. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Deputy Director for Administration and Information Management, U.S. Office of Government Ethics, Suite 500, 1201 New York Avenue, NW, Washington, DC 20005-3917. Do not send your completed OGE Form 450 to this address.

Date Received by Agency

Page Number

CONFIDENTIAL FINANCIAL DISCLOSURE REPORT
 Executive Branch

Employee's Name (<i>Print last, first, middle initial</i>)		E-mail Address	
Position/Title			Grade
Agency		Branch/Unit and Address	
Work Phone	Reporting Status New Entrant <input type="checkbox"/> Annual <input type="checkbox"/>	If New Entrant, Date of Appointment to Position (<i>mm/dd/yy</i>)	
Check box if Special Government Employee (SGE) <input type="checkbox"/>	An SGE is an executive branch officer or employee who is retained, designated, appointed, or employed to perform temporary duties either on a full-time or intermittent basis, with or without compensation, for a period not to exceed 130 days during any consecutive 365-day period.		
If an SGE, Mailing Address (<i>Number, Street, City, State, ZIP Code</i>)			

Step 1: Read the instructions for Parts I through V on the following pages.

Step 2: For each statement below, check Yes or No to describe your situation.

I. I have reportable assets or sources of income for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
II. I have reportable liabilities (debts) for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
III. I have reportable outside positions for myself.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
IV. I have reportable agreements or arrangements for myself.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
NOTE: Statement V is for annual filers only. It does not apply to new entrants and SGEs.		
V. I have reportable gifts or travel reimbursements for myself, my spouse, or my dependent children.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Step 3: If you selected Yes for any statement, you must describe the reportable interests that you have in the corresponding Part (I, II, III, IV, or V) of the form.

Step 4: Sign and date the form.

Step 5: Submit the completed form to your ethics office.

I certify that the statements I have made on this form and all attached statements are true, complete, and correct to the best of my knowledge.

Signature of Employee	Date (<i>mm/dd/yy</i>)
-----------------------	--------------------------

FOR REVIEWERS' USE ONLY:

On the basis of information contained in this report, I conclude that the filer is in compliance with applicable laws and regulations, except as noted in the "comments" box below.	
Signature and Title of Supervisor/Other Intermediate Reviewer (<i>if required by the agency</i>)	Date (<i>mm/dd/yy</i>)
E-mail Address	Phone Number
Signature and Title of Agency's Final Reviewing Official	Date (<i>mm/dd/yy</i>)
Comments of Reviewing Officials	

(Check box if continued on additional page)

Employee's Name (<i>Print last, first, middle initial</i>)	Page Number
--	-------------

Part I: Assets and Income

<p>Report for Yourself, Spouse, and Dependent Child:</p> <ul style="list-style-type: none"> • Assets held for investment with a value greater than \$1,000 at the end of the reporting period OR assets held for investment which produced more than \$200 in income during the reporting period, including but not limited to: <ul style="list-style-type: none"> - Assets such as stocks, bonds, annuities, trust holdings, partnership interests, life insurance, investment real estate, or a privately-held trade or business - Sector mutual funds: those funds invested in a particular industry, business, or location such as ABC Electronics Fund or XYZ Canada Fund (report the <u>full</u> name of the fund, not just the general family fund name) - Holdings of retirement plans, such as 401(k)s or IRAs (list each holding except diversified mutual funds) - Holdings of investment life insurance - Holdings of variable annuities - Defined benefit pension plans provided by a former employer (include the name of the employer) 	<p>Do Not Report:</p> <ul style="list-style-type: none"> • Federal Government retirement benefits • Thrift Savings Plan • Certificates of deposit, savings or checking accounts • Term life insurance • Money market mutual funds and money market accounts • Your personal residence, unless you rent it out • Diversified mutual funds, such as ABC Equity Value Fund or XYZ Large Capital Fund • U.S. Government Treasury bonds, bills, notes, and savings bonds • Money owed to you, your spouse, or dependent child by a spouse, parent, sibling, or child
<p>Also Report:</p> <ul style="list-style-type: none"> • <u>For yourself:</u> (1) all sources of salary, fees, commissions, and other earned income greater than \$200, (2) honoraria greater than \$200, and (3) other non-investment income such as scholarships, prizes, and gambling income greater than \$200 • <u>For your spouse:</u> (1) all sources of salary, fees, commissions, and other earned income greater than \$1,000, and (2) honoraria greater than \$200 	<p>Do Not Report:</p> <ul style="list-style-type: none"> • Dependent child's earned income • Veterans' benefits • Federal Government salary • Social Security benefits

Important Definitions

<p>Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.</p>
<p>Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.</p>
<p>Dependent Child – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer's house, or considered dependent under the U.S. tax code.</p>

Reportable Information – Go to the last page to see examples of how to report assets and income.

<p>Specific stock, bond, sector mutual fund, type/location of real estate, etc. (<i>Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.</i>) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (<i>Include brief description.</i>) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.</p>	<p>No longer held</p>
1	<input type="checkbox"/>
2	<input type="checkbox"/>
3	<input type="checkbox"/>
4	<input type="checkbox"/>
5	<input type="checkbox"/>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 02/22/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable).
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 563592047		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0452560000000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	10B. DATED (SEE ITEM 11) 04/03/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

Tax ID Number: 41-1919049

DUNS Number: 123597184

Program POC: b6,b7c b2Low

Procurement POC: Paul Previch b2Low

The purpose of this modification is to extend the services under this contract to run until August 31, 2008. The following FAR clause applies:

52.217-8 Option to Extend Services.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Daya Khalsa	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR Daya Khalsa (Signature of person authorized to sign)	15C. DATE SIGNED 2/22/08
16B. UNITED STATES OF AMERICA James D. Adams (Signature of Contracting Officer)	16C. DATE SIGNED 2/22/08

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funding for this extension will be added to task order HSCEM-08-J-00014.</p> <p>All other terms and conditions remain the same. Period of Performance: 04/04/2008 to 08/31/2008</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 02/22/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 563592047		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000		FACILITY CODE	
		(x) 9B. DATED (SEE ITEM 11)	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	
		10B. DATED (SEE ITEM 11) 04/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

Tax ID Number: 41-1919049

DUNS Number: 123597184

Program POC: Victor Simental b2Low

Procurement POC: Paul Previch b2Low

The purpose of this modification is to replace b6,b7c as COTR with b6,b7c
 All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		James D Adams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	22 Feb 2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00018

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Paul Previch
Washington DC 20536

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

DECO INC
ATTN DECO-AKAL SERVICES LLC
45380 US HIGHWAY 169
ONAMIA MN 563592047

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
ACD-3-C-0007

10B. DATED (SEE ITEM 11)

04/03/2003

CODE 045256000000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

Tax ID Number:

DUNS Number: 123747214

Program POC: b6,b7c

Procurement POC: Travis Gordon b2Low

The purpose of this modification is to incorporate Collective Bargaining Agreement CBA-2008-1987 attached hereto. Modification P00014 incorporated the wage increase however the CBA was not incorporated. All other terms and conditions remain the same.

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)

Daya Khalsa President

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

Travis Gordon

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

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

Daya Khalsa
(Signature of Contractor/Offeror)

4/25/08

Travis Gordon
(Signature of Contracting Officer)

28 APRIL 08

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2008-1987
Revision No.: 0
Date Of Last Revision: 3/14/2008

State: Texas

Area: El Paso

Employed on DHS ICE 425 I Street NW Washington DC 20536 contract for Security Officers performing Guard Duties.

Collective Bargaining Agreement between contractor: Deco-Akal JV, and union: Security, Police and Fire Professionals of America Local #725, effective 10/2/2007 through 5/31/2011.

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

Collective Bargaining Agreement

Between

DECO - AKAL JV

and the

SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA

Local #725

PREAMBLE

THIS AGREEMENT is entered into this 22nd day of October, 2007 by and between Deco-Akal IV, hereinafter referred to as the "Employer" or "Company," and the International Union Security, Police, and Fire Professionals of America (SPFPA) and its local union 725, hereinafter referred to as the "Union."

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

THIS AGREEMENT is entered into this 2nd day of October, 2007, by and between Deco-Akal IV, hereinafter referred to as the "Employer" or "Company," and the International Union Security, Police, and Fire Professionals of America (SPFPA) and its amalgamated local union 725, hereinafter referred to as the "Union." The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act and as certified by the National Labor Relations Board in case #16-RC-10217 dated June 8, 2000, including all full-time and regular part-time security officers performing guard duties as defined in section 9(B)(3) of the National Labor Relations Act, as amended, who are employed by the Employer at 8915 Montana Avenue, El Paso, TX, excluding all other employees, office clerical employees, professional employees, and supervisors as defined in the Act. This Agreement shall be binding upon both parties, their successors and assigns. In the event of transfers or sales of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

SECTION 1.2 BARGAINING OBLIGATIONS

The parties acknowledge that, during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreement contained herein was arrived at after the free exercise of such rights and opportunities. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

SECTION 1.3 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to three members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations.

SECTION 1.4 CLASSIFICATIONS

- A. Full-time Employees are those employees who regularly work thirty-two (32) hours or more a week.
- B. Part-time Employees are those employees who regularly work less than thirty-two (32) hours a week. Part-time Employees working more than thirty-two (32) hours in any week are eligible for all benefits on a pro-rata basis to the hours they actually work.

SECTION 1.5 PROBATIONARY EMPLOYEES

Each newly hired full-time Employee shall be considered a probationary Employee of the Company or predecessor company during their first one hundred twenty (120) calendar days of employment, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. Part-time Employees shall be considered probationary for the first thirty (30) actual working days, or one hundred twenty (120) calendar days of their employment, whichever comes later. Upon completion of the probationary period, the new Employee shall be considered a regular Employee and shall accrue seniority from the date of hire. Employees may not be placed on probation as a disciplinary measure or as part of a disciplinary action. Any discharges after probation must be with *just cause*.

SECTION 1.6 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

SECTION 1.7 MANAGEMENT'S RETAINED RIGHTS

- A. Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:
1. Hire;
 2. Assign work;
 3. Promote, Demote;
 4. Discharge, discipline, or suspend for *just cause*;

5. Require Employees to observe *reasonable* Company rules and regulations;
 6. Determine when overtime shall be worked;
 7. Determine the qualifications of an Employee to perform work.
- B. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

SECTION 1.8 ANTI-DISCRIMINATION

Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability or other protected reason. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Seniority for all Employees shall mean the total length of time the Employee has been employed by the Company and predecessor companies at the ICE Processing Center, El Paso, Texas, unless otherwise provided for in this Agreement. Full-time Employees and part-time Employees shall be placed on separate seniority lists.
- B. For the purposes of shift bidding, initial vacation schedules, transfers, and extra work, Union seniority shall be defined as seniority within the work site.
- C. Part-time Employees will have seniority only among the part-time Employees. Any part-time Employee who becomes a full-time Employee will be placed on the seniority list for full-time Employees in accordance with the date they become a full-time Employee if they have completed the equivalent of the one hundred twenty (120) day probationary period.

- D. Full-time Employees, after completing the probationary period, who are thereafter paced on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as part-time Employees. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority entitles them.
- E. An Employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year from the Employee's last day worked, except that they are subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.
- F. An Employee's seniority shall be terminated upon the occurrence of any of the following events:
1. Employee is discharged for just cause;
 2. Employee voluntarily quits;
 3. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this Article;
 4. Employee fails to report to work for two (2) consecutively scheduled days without notifying the company, except in case of circumstances beyond his or her control with valid documentation;
 5. Employee transfers out of the bargaining unit, except as provided in this article.

SECTION 2.2 SENIORITY LISTS

The Company will provide a list to the Local twice a year upon demand by the Union. The data will include name, location, classification, rate of pay, and last Entry on Duty date. The Union will verify seniority and provide a copy of the confirmed seniority list to the Company within 14 days of receipt.

SECTION 2.3 PERSONAL DATA

Employees, both working and in a laid-off status, shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than ninety (90) days shall lose their Union seniority.

SECTION 2.5 PROBATIONARY EMPLOYEES

~~Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.~~

SECTION 2.6 UNION OFFICIALS

- A. The Company agrees to recognize a Union official system.
- B. The Union agrees that the Union officials will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a Union official prior to any disciplinary action taken, whether it is written or verbal. The supervisor, at the request of the Employee, will release the Union official as soon as possible. The company will be responsible for paying the Union official for the time spent in this regard.

SECTION 2.7 DISCIPLINARY ACTION

Any time an Employee is to be interviewed and disciplinary action may be taken, there shall be a Union representative present if requested by the Employee. Both the Employee and the Union representative are entitled to know what the subject of the meeting is and are entitled to consult prior to the interview. Any Company-issued discipline shall take place within five (5) days of the completion of any investigation of the incident.

SECTION 2.8 DUES CHECK OFF

- A. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
- B. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims, actions, suits, damages, or costs, including any attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article.

including, but not limited to, any claims by any Employee(s) and compliance with the law.

- C. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. The Employee, upon written notice served upon the Company and the Union, may revoke such authorization as provided in the Employee Check-Off Authorization Card. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- D. The Company will remit all such deductions to the Financial Secretary/Treasurer monthly, no later than the tenth day of the month. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues with each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of seven (7) calendar days. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position.

SECTION 3.2 LAYOFF AND RECALL

In the event of layoff or recall, when positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid-off Employee first, and so on. Laid-off Employees will have recall rights for a period of twelve (12) months from the Employee's last day worked on the job, provided the Employee meets qualifications.

ARTICLE 4

GRIEVANCE PROCEDURE

SECTION 4.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CO clearances by the U.S. Government. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the company is acting under express directives of the U.S. Government.

SECTION 4.2 GENERAL PROVISIONS

- A. The number of days outlined in Section 4.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.
- B. Should the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance. Time limits may be extended by mutual agreement of both parties.

SECTION 4.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within five (5) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Project Manager or designee in accordance with Step One.
- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Project Manager or designee with a copy to the Company's HR Director. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Project Manager or designee to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Project Manager or designee. The Company's Director of Human Resources and the Union's International Representative will then participate in a telephone conference to discuss the issue before a response is given. The Director of Human Resources or designee will have twenty (20) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Project Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

SECTION 4.4 ARBITRATION PROCEDURE

- A. Grievances processed in accordance with the requirements of Section 4.3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than

twenty (20) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 4.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- B. Selection of an Arbitrator - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
- C. Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- D. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- E. Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

SECTION 4.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

SECTION 4.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 5 DISCIPLINE

SECTION 5.1 DISCHARGES

The Company shall have the right to discharge, discipline, or suspend Employees for just cause. ~~Any Employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures. The Company will provide the Union a copy of the written request for removal, which the Employer receive from the government, when an Employee's Security Clearance is revoked.~~

SECTION 5.2 GROUNDS FOR DISCIPLINE AND DISMISSAL

- A. After completion of the probationary period, as specified in Section 1.5, no Employee shall be dismissed or suspended without just cause. Just cause shall include any action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required clearance by the ICE under the removal of Contractor Employee Provisions of Contract ACD-2-R-0024, or its successor, between the US Government and Deco - Akal JV. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.
- B. The Company's contract with the U.S. Government sets out performance standards and contract requirements for the CO's and all employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the US Government.
- C. The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described in 5.2 (a) above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in dismissal.

ARTICLE 6

HOURS OF WORK AND OVERTIME

SECTION 6.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

SECTION 6.2 OVERTIME

- A. Overtime pay is calculated at one and one half (1½) times the Employee's regular rate for all hours worked over forty (40) hours in one (1) workweek, except that the Employee is entitled to two (2) times the Employee's regular rate for all hours worked in excess of twelve (12) hours in one (1) workday. Overtime hours may not be calculated twice in one workweek for the purposes of overtime pay. Hours paid but not worked, e.g., holidays, sick/personal days, and vacation, do not count as hours worked for overtime purposes.
- B. It is agreed that Employees will not be given time off in order to offset the payment of overtime.

SECTION 6.3 OVERTIME DISTRIBUTION

- A. Overtime will be offered by Seniority on a rotating basis. Overtime will be distributed as equitably and fairly as is practical among Employees. Overtime hours worked by an Employee, whether worked or refused, will be charged to the Employee by the Company on the overtime record for determining distribution.
- B. Exclusion: Managers cannot be assigned to cover bargaining unit overtime positions or posts, except in emergency situations.
- C. If overtime or extra hours are required by the Company, and the procedure outlined above in part A above is not invoked due to shortness of notice to the Company or a lack of volunteers for the overtime, the Company will follow the procedures outlined in Article 6.4, Mandatory Overtime. The Employee designated to perform mandatory overtime according to these procedures shall be required to do the work, unless the Employee is excused by the Company for good cause.

SECTION 6.4 MANDATORY OVERTIME

In the event that there is unexpected overtime, such as a call-off or not all open posts have been volunteered for, the supervisor on duty will attempt, if time permits, to fill the opening by following the steps as outlined in Section 6.3A of the Agreement. If this is not possible due to short notice or failure to obtain any volunteers for the overtime, the supervisor is then authorized to initiate the following mandatory overtime procedures.

- A. In the event that mandatory overtime is necessary, it is at the discretion of the Company as to who may fill the remaining positions.
- B. Each shift will have a shift roster containing all officers assigned to that shift. Each roster will be compiled by seniority starting with the senior person on that shift. All overtime, either voluntary or mandated, will be recorded. At the beginning of each shift, the supervisor on duty will record the overtime for officers who came in early and those who are staying over on to the shift roster.
- C. Always the least senior officer with the least amount of overtime worked will be required to perform the mandatory overtime. To cover the opening, the supervisor will refer to the relevant shift roster. He will locate the least senior officer with the least amount of overtime worked and notify that officer that they will be staying over. An officer can be excused from mandatory overtime by the supervisor for good cause.
- D. In the event the officer who must stay over is working a post other than the standard shift (for example, instead of 0600-1400 hours, an officer working 0730-1530), the officer scheduled to work until 1530 hours will be required to stay over until 1800 hours. The next officer on the roster will be required to stay over from 1400 hours to 1530 hours. Both officers will have their amount time recorded as worked.
- E. At the beginning of each shift, the supervisor on duty should inform the next officer in line for mandatory overtime that he/she should prepare for the overtime in the event that this policy may go into effect. This will alert the officer that they should be on stand-by for overtime.
- F. In the event the next officer in line is on an RDO, an (R) will be entered in for time and this officer will be passed over for this day only. The same will occur for officers who are (CO) call off, (V) vacation, or (P) on a personal day off.
- G. It will be the supervisor's responsibility to ensure that these rosters are followed to the letter. The Project Manager will monitor the overtime sheets to ensure the supervisors are following this policy.

ARTICLE 7

WORK SHIFTS AND PAYMENT POLICIES

SECTION 7.1 WAGES

Employees shall receive not less than the minimum wage rate as set forth in Appendix "A" attached hereto and made a part hereof.

SECTION 7.2 REPORTING PAY

In the event an Employee reports to work for their shift or upon being called in to work, without having been notified not to report, and work is not available, the Employee shall be paid four (4) hours reporting pay at their regular rate of pay. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting pay.

SECTION 7.3 SHIFT DIFFERENTIAL

- A. On any shift where the majority of the working hours fall between 11:00 p.m. (2300) and 7:00 a.m. (0700) (such as the first or grave/night shift), a shift differential of twenty-five cents (\$.25) per hour shall be added to the regular straight-time hourly rates, only for those Employees who are required to work the night shift.
- B. On any shift where the majority of the working hours fall between 3:00 p.m. (1500) and 11:00 p.m. (2300) (such as the third or swing/evening shift), a shift differential of fifteen cents (\$.15) per hour shall be added to the regular straight-time hourly rates, only for those Employees who are required to perform evening shift work.

SECTION 7.4 PAYDAY

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement.

SECTION 7.5 UNDISPUTED ERROR

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention.

SECTION 7.6 SHIFT-BIDDING, HOURS OF WORK, & SENIORITY

At least once each year, all Employees at each location may bid for shift schedules among designated full-time assignments or part time assignments in the order of seniority. Shift bidding may not lead to any change in status from full-time to part time position or vice versa.

CBA 2007 - 2011

Deco-Alkal JV *SE*

SPPA Local 725 *SD*

**ARTICLE 8
WAGES**

SECTION 8.1 HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set forth in the applicable Appendix A hereto, ~~not to exceed forty (40) hours per week for all hours paid, for each Employee, to the~~ Union Health Plan.

SECTION 8.2 PENSION

The Company shall pay the pension benefits as set forth in the applicable Appendix A hereto, not to exceed forty (40) hours per week, for each Employee, to the Union Pension Fund.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

All full-time Employees will receive eight (8) hours pay at their normal hourly rate, provided such Employee works his scheduled work day immediately preceding and following the holiday, for the following eleven (11) holidays:

- A. New Year's Day
- B. Thanksgiving Day
- C. Independence Day
- D. Martin Luther King, Jr.'s Birthday
- E. Veteran's Day
- F. Memorial Day
- G. Washington's Birthday
- H. Columbus Day
- I. Labor Day
- J. Christmas Day
- K. Employee's Birthday- Employee must use this Holiday in the month in which their Birthday occurs. Employees will give 30 days notice of request to use this Holiday. Normal time off request guidelines apply.

SECTION 9.2 HOLIDAY PAY

- A. If an Employee fails to work on the day preceding and/or day following the holiday when scheduled to do so, the Employee shall be ineligible for pay for an unworked holiday, unless he had failed to report or perform work because of sickness supported by an appropriate U.S. doctor's certificate, or because of a death in the immediate family (refer to Section 11.9, Bereavement for the definition).
- B. The eleven (11) holidays shall be paid for regardless of the day of the week on which they fall.
- C. Employees who work on any of the above listed holidays shall be paid one and one-half (1½) times their regular rate of pay, in addition to the eight (8) hours holiday pay, for all time worked on the holiday. The Employee will not be entitled to a day off for the holiday.

ARTICLE 10

VACATIONS

SECTION 10.1 VACATION ALLOWANCE

- A. Full-time Employees covered by this Agreement who have been continuously employed within the bargaining unit at ICE Processing Center in El Paso for a period of one (1) year or more shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rate of pay.
- B. Full-time Employees covered by this Agreement who have been continuously employed at ICE Processing Center in El Paso for a period of five (5) years or more shall receive three (3) weeks paid vacation based on one hundred twenty (120) straight-time hours at their regular rate of pay.
- C. Full-time Employees covered by this Agreement who have been continuously employed at ICE Processing Center in El Paso for a period of ten (10) years or more shall receive four (4) weeks paid vacation based on one hundred sixty (160) straight-time hours at their regular rate of pay.
- D. Part-time Employees are eligible for vacation benefits on a pro-rata basis, calculated on the number of hours actually worked in the previous year over the hours available to work, not to exceed 2080 hours per year.

- E. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the Employee in accordance with seniority after the Employee's anniversary date, but the assignment is exclusively reserved for the Company in order to ensure the orderly operation of the customer's facilities.
- F. Annual vacation time is available upon the Employee's anniversary date.

SECTION 10.2 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as is reasonably possible and with Company approval, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Upon written request, Employees may cash out any unused vacation, and it will be paid out in the next regular paycheck. Employees who cash out vacation time are not entitled to participate in the vacation selection process, nor take vacation during the year unless approved under the guidelines for LWOP as outlined in Article 11.

SECTION 10.4 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.5 VACATION - LAID-OFF EMPLOYEES

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.6 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, vacation may be taken in one (1) day (8-hour) increments.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

- A. Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission will lead to disciplinary action.
- B. No employee may be absent on unpaid leave for a total of more than 16 weeks in a contract year.
- C. Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, will face discontinuance of employment.

SECTION 11.2 PERSONAL/SICK LEAVE

- A. Each full-time seniority Employee shall be eligible to use a maximum of six (6) days of personal/sick leave per 12-month year worked. Eligible full-time Employees shall be entitled to personal/sick leave upon completing one year of continuous service with the Employer (based on the Employee's anniversary date of employment).
- B. Personal/sick days shall be used in no less than eight (8) hour increments and shall be paid when taken by the Employee as approved in advance by the Project Manager.
- C. Part Time Employees will receive pro-rated benefits based on the number of actual hours worked in the previous year based on anniversary date.

D. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal/sick leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal/sick days upon termination than he/she earned based upon time worked on the contract, the amount of the overage will be deducted from the Employee's final paycheck.

E. Personal/sick leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits. Disciplinary action may result from excessive, unapproved absenteeism.

F. Proof of disability or sickness may be required by the Company upon two consecutive days of absence, in the form of a release to come back to work and verification of illness by a U.S. doctor.

G. Employees may use accrued personal leave upon Company approval as long as seven (7) days notice is given.

H. All unused accrued personal/sick leave shall be cashed out to the Employee within thirty (30) days of the Employee's anniversary date.

SECTION 11.3 MEDICAL LEAVE

A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.

B. The Company agrees to honor the FMLA for all eligible Employees.

C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.

D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CO program and from employment with Employer.

SECTION 11.4 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

SECTION 11.5 UNION LEAVE

A Union President and two delegates will be granted an unpaid leave of absence at the request of the Union for the purpose of conducting legitimate Union activities for a stated period, for a maximum of 15 days per year, as long as staffing requirements permit. The Union will make such a request at least ten days prior to the requested leave and up to 30 days whenever possible. More time will be granted upon mutual agreement between the Company and the Union.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

- A. The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:
- B. All requests for unpaid leaves of absence shall be submitted in writing to Project Manager or designee at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 - 1. The reasons for such leave;
 - 2. The effective dates of such leave;
 - 3. The estimated date of return to work.
- C. The Company will respond to the request within seven (7) working days.
- D. The written request for leave of absence shall be submitted to the Project Manager for final approval. If the request for the leave of absence is approved by the Project Manager, a copy of the approved leave of absence will be given to the Employee involved.
- E. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.7 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.8 JURY SERVICE

Full-time Employees with one (1) year or more of continuous service will be reimbursed for up to six (6) eight (8) hour days in any anniversary year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury service.

Said reimbursement shall be offset by any jury fees received by the Employee which must be submitted to the Company. Employees must inform their supervisor immediately upon receiving a notice to report for jury service. The Company reserves the right to request an exemption when the Company determines that the Employee's absence would create a hardship.

SECTION 11.9 BEREAVEMENT LEAVE

- A. If it is necessary for an Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to three (3) consecutive days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of-city and travel is required one way of a distance of more than four hundred and fifty (450) miles, the Employee shall be entitled to five (5) days paid leave of absence at the Employee's straight-time rate of pay.
- B. The immediate family is defined as the Employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), grandparents, grandchildren, mother-in-law, and father-in-law.
- C. The Company may require proof of the death and/or travel for which an Employee requests a paid leave.

SECTION 11.10 ABSENTEEISM FROM DUTY

- A. When an employee fails to report for duty or to call the appropriate supervisor four (4) hours prior to the start of the scheduled shift, it is considered a "no call/no show". In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

- B. Deco - Akal JV considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than 2 shifts within a twelve (12) month period.

ARTICLE 12

MISCELLANEOUS PROVISIONS

SECTION 12.1 MEDICAL EXAMINATIONS

The Company may require, as a condition of initial and continued employment, that applicants and Employees submit to medical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. The medical examinations may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents and upon reasonable suspicion of drug or alcohol use or impairment. The Company may also require Employees to undergo such medical tests on an annual basis. The Company shall bear the cost of any such medical examination. If an Employee should test positive for the presence of illicit drugs, the Company may terminate the Employee.

SECTION 12.2 BULLETIN BOARD

- A. The Company shall provide an appropriate bulleting board exclusively for the use of the Union for the posting of non-controversial notices, such as:
1. Notices of Union recreational and social affairs;
 2. Notice of Union elections;
 3. Notices of Union appointment and results of Union elections;
 4. Notices of Union meetings.
- B. There shall be no other distributions, by Employees or the Company, of Union notices, pamphlets, advertising, or political matters.

SECTION 12.3 401(k) PLAN

The Company and the Union agree that, the Union 401(k) plan, is available to all Employees covered by this agreement.

ARTICLE 13

SAFETY

SECTION 13.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite.

SECTION 13.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided workstation or break room.

ARTICLE 14

CONTINUITY OF OPERATIONS

SECTION 14.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such or bring such activity to prompt termination.

SECTION 14.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE 15

SEPARABILITY OF CONTRACT

Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

**ARTICLE 16
DURATION**

This Agreement shall be effective on October, 2, 2007, through May 31, 2011, and supersedes any and all prior agreements or understandings between the parties.

Appendix A

WAGE SCHEDULE

Listed below are the Wages and Benefits for the employees at the El Paso ICE Detention Facility.

a) Base Wages

SITE: El Paso, TX

Current:

Detention Officers: \$ 18.54 /hour
Pension \$ 0.55 /regular hours worked up to 40
Health & Welfare Allowance: \$ 2.56 /regular hour paid up to 40

Effective June 1, 2008:

Detention Officers: \$ 19.65 /hour
Pension \$ 0.55 /regular hours worked up to 40
Health & Welfare Allowance: \$ 3.30 /regular hour paid up to 40

Effective June 1, 2009:

Detention Officers: \$ 20.23 /hour
Pension \$ 0.55 /regular hours worked up to 40
Health & Welfare Allowance: \$ 3.43 /regular hour paid up to 40

Effective June 1, 2010:

Detention Officers: \$ 20.84 /hour
Pension \$ 0.55 /regular hours worked up to 40
Health & Welfare Allowance: \$ 3.65 /regular hour paid up to 40

Deco - Akaf JV

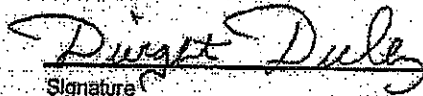


2/22/08

Signature

Date

Security, Police, and Fire Professionals of America, Amalgamated Local 725



10/2/07

Signature

Date

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: SPPFA International Union

BY: Dwight Duley

TITLE: INTERNATIONAL VP AT LARGE

DATE: 2/1/08

FOR: SPPFA, Local 725

BY: Luis F. Garcia

TITLE: PRESIDENT

DATE: 02-01-08

FOR: Deco - Akai J.V.

BY: [Signature]

TITLE: Director Labor Relations

DATE: 2/22/08

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00019		3. EFFECTIVE DATE 04/25/2008		5. PROJECT NO. (if applicable)	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536		CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN: DECO-ARBIT. SERVICES LLC 5600 GENERAL WASHINGTON DR ALEXANDRIA, VA 223122401		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	

CODE 0452560000000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	
				10B. DATED (SEE ITEM 11) 04/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

DUNS Number: 123747219
 Program POC: b6,b7c b2Low
 Procurement POC: Paul Previch 202-353-4019

The purpose of this modification is to name b6,b7c as the primary COTR and b6,b7c as the alternate COTR.

All other terms and conditions remain the same.
 Contractors, please use these procedures when you
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>James D. Adams</i> (Signature of Contracting Officer)	16C. DATE SIGNED 27 April 03

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/P00019

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 05/27/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods: a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: DRO Invoices</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 05/27/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice. Please send an additional copy of the invoice to ICEOCIOITSRACQ@DHS.GOV.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include: (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/P00019

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FEMS reports or DFC will not process the payment.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00020

08/28/2008

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Paul Preovich
Washington DC 20536

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

DECO INC
ATTN DECO-AKAL SERVICES LLC
45380 US HIGHWAY 169
ONAMIA MN 5635 92047

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
ACD-3-C-0007

10B. DATED (SEE ITEM 11)

04/03/2003

CODE

045256000000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X far 43.103 (a)

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

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

DUNS Number: 123597184

Program POC: b6,b7c b2Low

Procurement POC: Paul Preovich b2Low

The purpose of this modification is to extend the term of this contract until September 5 2008. Funding for this can be found on task order HSCEDM-08-J-00014.

All other terms and conditions remain the same.

Period of Performance: 09/01/2008 to 09/05/2008

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

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

Daya Khalsa, Pres. 8/28/08

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

James D. Adams

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

[Signature] 8/28/08

[Signature] 8/29/08

NSN 7540-01-152-0070
Previous edition unusable

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 09/06/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 5635 92047		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	
		10B. DATED (SEE ITEM 11) 04/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 123597184

The purpose of this modification is to incorporate the REA request submitted by the contractor. This request as submitted by the vendor on June 13, 2008 is effective 6/1/200
The new rates are as follows:

Detention Guard Services \$ b4 1r
Supervisory Guard Services \$ b4 1hr

Funding for this action will be found on task order HSCEDM-08-J-00014.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D Adams
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 2 Sep 08

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/P 00021

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 06/01/2008 to 02/28/2009				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 09/06/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 5635 92047		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	
		10B. DATED (SEE ITEM 11) 04/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

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

DUNS Number: 123597184
 Program POC: b6,b7c b2Low
 Procurement POC: Paul Previch b2Low

The purpose of this modification is to extend the period of performance of this contract to run until February 28, 2009.

Funding will be found on task order HSCEDM-08-J-00014.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Daya Khalsa President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED 9/15/08	16C. DATE SIGNED 9/15/08

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACD-3-C-0007/P 00022

PAGE

OF

2

2

NAME OF OFFEROR OR CONTRACTOR

DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 06/01/2008 to 02/28/2009				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 09/26/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO INC ATTN DECO-AKAL SERVICES LLC 45380 US HIGHWAY 169 ONAMIA MN 5635 92047		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0007	
		10B. DATED (SEE ITEM 11) 04/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 123597184
 Program POC: b6,b7c b2Low
 Procurement POC: Paul Preovich b2Low

The purpose of this modification is to incorporate a REA request from the vendor to cover the period of 9/1/2008 to 2/28/2009.

The result of this increase will be CLINs increasing by b4 hr against a combined total of b4 productive hours. New prices are listed below.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 26 Sep 09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0007/P 00023

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
DECO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 5001 Detention Officer increase by b4 per hr from \$ b4</p> <p>CLIN 5002 Supervisory Detention Officer increase by \$ b4 per hr from \$ b4 hr</p> <p>The funding for this increase, \$ b4 can be found on the current task order HSCEDM-08-J-00014.</p> <p>All other terms and conditions remain the same. Period of Performance: 06/01/2008 to 02/28/2009</p>				

ORDER SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/14/2007		2. CONTRACT NO. (If any) ACD-3-C-0007		6. SHIP TO: a. NAME OF CONSIGNEE DEPARTMENT OF HOMELAND SECURITY		
3. ORDER NO. HSCEDM-08-J-00014		4. REQUISITION/REFERENCE NO. FEP08R0001		b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT EL PASO SERVICE PROCESSING CENTER 8915 MONTANA AVE		
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				c. CITY El Paso		e. ZIP CODE 79925
7. TO: DECO-AKAL SERVICES LLC				f. SHIP VIA		
a. NAME OF CONTRACTOR DECO INC				8. TYPE OF ORDER		
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		
c. STREET ADDRESS 45380 US HIGHWAY 169				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY ONAMIA				<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
e. STATE MN				f. ZIP CODE 563592047		
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE Immigration and Customs Enforcement		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS				
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		16. DISCOUNT TERMS b2Low	
a. INSPECTION Destination		b. ACCEPTANCE Destination						

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 41-1919049 DUNS Number: 123597184 This task order is for guard hours at the El Paso Service Center. This task order is currently subject to the availability of funds. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Dallas Finance Center						\$0.00
b. STREET ADDRESS (or P.O. Box) P.O. Box 561567 Attn: Bolton/Sheffield						
c. CITY Dallas		d. STATE TX	e. ZIP CODE 75356-1567		\$0.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) James D. Adams TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/14/2007

CONTRACT NO.
ACD-3-C-0007

ORDER NO.
HSCEDM-08-J-00014

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>The following clause applies:</p> <p>FAR 52.232-18: "Availability of Funds": 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.</p> <p>All other terms and conditions remain the same.</p> <p>Period of Performance: 10/01/2007 to 04/03/2008</p> <p align="center">b4</p>		HR	0.00	0.00	
0002	<p>Accounting Info: - - - - - GE - - - - - \$0.00 (Subject to Availability of Funds)</p> <p align="center">b4</p>	b4	HR	0.00	0.00	
0003	<p>Accounting Info: - - - - - GE - - - - - \$0.00 (Subject to Availability of Funds) Continued ...</p> <p align="center">b4</p>		HR	0.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

3 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/14/2007

ACD-3-C-0007

HSCEDM-08-J-00014

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0004	<p align="center">b4</p> <p>Accounting Info: ----- GE----- \$0.00 (Subject to Availability of Funds)</p>	<p align="center">b4</p>	<p align="center">HR</p>	<p align="center">0.00</p>	<p align="center">0.00</p>	
0005	<p align="center">b4</p> <p>Accounting Info: ----- GE----- \$0.00 (Subject to Availability of Funds)</p> <p>Procurement POC: Paul Previch b2Low</p> <p>Program POC: b6,b7c b2Low or b6,b7c b2Low</p> <p>Please forward invoice to Program POC for approval of services received. Program POC will forward to the attention of Paul Previch via fax or email b6 for certification and to submit for payment.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>		<p align="center">HR</p>	<p align="center">0.00</p>	<p align="center">0.00</p>	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))